

**INTERCONNECTION AGREEMENT FOR A WIRELESS SYSTEM
UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

Dated as of February 8, 2001

by and between

WISCONSIN BELL, INC. d/b/a AMERITECH WISCONSIN

and

UNITED STATES CELLULAR CORPORATION

TABLE OF CONTENTS

| | <u>Page</u> |
|--|-------------|
| 1. DEFINITIONS | 1 |
| 2. INTERPRETATION AND CONSTRUCTION..... | 5 |
| 3. INTERCONNECTION PURSUANT TO SECTION 251(C)(2)..... | 5 |
| 4. TRANSMISSION AND ROUTING OF EXCHANGE ACCESS SERVICE TRAFFIC | 8 |
| 5. TRUNKING..... | 8 |
| 6. NPA-NXX..... | 10 |
| 7. NUMBERING..... | 11 |
| 8. RECIPROCAL COMPENSATION | 12 |
| 9. SPECIALIZED TRAFFIC | 13 |
| 10. GENERAL RESPONSIBILITIES OF THE PARTIES | 16 |
| 11. BILLING | 18 |
| 12. TERM AND TERMINATION..... | 21 |
| 13. INDEMNIFICATION | 22 |
| 14. LIMITATION OF LIABILITY | 24 |
| 15. DISCLAIMER OF REPRESENTATION AND WARRANTIES | 25 |
| 16. DIRECTORY LISTINGS. | 25 |
| 17. REGULATORY APPROVAL | 25 |
| 18. DISPUTES..... | 26 |
| 19. MISCELLANEOUS | 28 |
| 20. NON-SEVERABILITY | 36 |
| Schedule 3.2 | |
| Appendix - SS7 (Wireless) | |
| Appendix – DA (Wireless) | |
| Appendix – Pricing (Wireless) | |
| Appendix – State(s) (Wireless) | |

**INTERCONNECTION AGREEMENT FOR A WIRELESS SYSTEM
UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

This Agreement is by and between Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin (referred to as "Telco" for the State in which it operates) and United States Cellular Corporation ("Carrier") for Interconnection for a Commercial Mobile Radio Services provider under Sections 251 and 252 of the Act.

WHEREAS, Telco is a Local Exchange Carrier authorized to provide such services in all or portions of the State; and

WHEREAS, Carrier holds authority from the Federal Communications Commission as a Commercial Mobile Radio Service provider holding licenses to provide Cellular Radiotelephone Service in, among other areas, the State; and

WHEREAS, the Parties desire to enter into an agreement for the interconnection of their networks within the portions of the State served by their respective networks and the exchange of traffic for the provision of telecommunications services pursuant to the Telecommunications Act of 1996 and other applicable federal, state and local laws; and

WHEREAS, the Parties submitted certain provisions of this Agreement to arbitration by a panel of the Wisconsin Public Service Commission, which issued its Arbitration Award in proceeding 05-MA- 119, the results of which are incorporated herein;

NOW, THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

1.1 For purposes of this Agreement, including any and all Appendices and other attachments, the terms set forth below are defined as follows. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act or, in the absence of their inclusion in the Act, their customary usage in the telecommunications industry as of the Effective Date of this Agreement.

1.2 "Act" means the Communications Act of 1934, 47 U.S.C. § 151 et seq., as amended by the Telecommunications Act of 1996, and as interpreted from time to time in the duly authorized rules and regulations of the FCC or the Commission and as further interpreted in any judicial review of such rules and regulations.

1.3 "Affiliate" is as defined in the Act.

1.4 "Ancillary Services" means services such as directory assistance, N11 codes, operator services, the 700, 8YY, and 900 SAC Codes, Switched Access Services, and 976 service. Enhanced 911 ("E911") is not an Ancillary Service.

1.5 "Ancillary Services Connection" means a one way, mobile to land Type 1 interface used solely for delivery of Ancillary Services traffic.

1.6 "Answer Supervision" means an off-hook supervisory signal sent by the receiving Party's Central Office Switch to the sending Party's Central Office Switch on all Completed Calls after address signaling has been completed.

1.7 “Applicable Laws” means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including without limitation those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.

1.8 “Authorized Services” means those Cellular Radiotelephone services that Carrier may lawfully provide pursuant to Applicable Laws, including the Act, as amended, and that are considered to be CMRS.

1.9 “Authorized Services Interconnection Trunk/Trunk Group” means the switch port interface(s) used and the communications path created to connect Carrier’s network with Telco’s network for the purpose of exchanging Local Calls.

1.10 “Bellcore” means Telcordia Technologies, Inc.

1.11 “Central Office Switch” means a switch, including, but not limited to an End Office Switch, a Tandem Switch, an MSC, and/or a combination End Office/Tandem Switch.

1.12 “CMRS” means Commercial Mobile Radio Service as defined by the FCC and the Commission.

1.13 “Commission” means the applicable State agency with regulatory authority over Telecommunications.

1.14 “CCS” means Common Channel Signaling, which is the signaling system developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCS used by the Parties shall be Signaling System 7 (“SS7”).

1.15 “Completed Call” means a call that is delivered by one Party to the other Party and for which a connection is established after Answer Supervision.

1.16 “Conversation MOU” means the minutes of use that both Parties’ equipment is used for a Completed Call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.

1.17 “Control Office/NOC” means a center or office designated as a single point of contact for the maintenance of a Party’s portion of the Authorized Services Interconnection arrangements.

1.18 “Customer” means the end user purchaser of Telecommunications Services from Telco or Carrier. As used herein, the term “Customer” does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

1.19 “Disconnect Supervision” means an on-hook supervisory signal sent at the completion of a call.

1.20 “End Office Switch” is a switch from which Telco’s Customers’ Exchange Services are directly connected and offered.

1.21 “ESP/ISP” means a provider of enhanced services (defined at 47 C.F.R. §64.702(a)) and/or information services (defined in the Act at Section 3(20)), and includes an Internet Service Provider, which is an entity that provides its customers the ability to obtain on-line information through the

Internet. See In re Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, Declaratory Ruling, paragraph 4.

1.22 “Exchange Service” means Telephone Exchange Service as defined in the Act.

1.23 “Facility” means the wire, line, circuit and/or cable used to transport traffic between the Parties’ respective networks.

1.24 “FCC” means the Federal Communications Commission.

1.25 “Governmental Authority” means any federal, state, local, foreign, or international court, government,

department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.

1.26 “Interconnection” is as defined in the Act.

1.27 “Interconnection Arrangement” means the combination of Facilities and Authorized Services Interconnection Trunks/Trunk Groups used to exchange traffic between the Parties’ respective networks.

1.28 “IXC” means Interexchange Carrier, a carrier other than a CMRS provider or a LEC that provides, directly or indirectly, interLATA and /or intraLATA for hire Telecommunications Service.

1.29 “InterMTA Traffic” means traffic to or from Carrier’s network that originates in one MTA and terminates in another MTA, and is carried across the MTA boundary on Carrier’s network.

1.30 “LATA” means Local Access and Transport Area as defined in the Act.

1.31 “LEC” means a Local Exchange Carrier as defined in the Act.

1.32 “LERG” means Local Exchange Routing Guide, a Bellcore Reference Document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as network element and equipment designations.

1.33 “Local Calls” for the purpose of reciprocal compensation, are Authorized Services calls that originate on either Party’s network that are exchanged directly between the Parties and that, at the beginning of the call, originate and terminate within the same MTA.

1.34 “MTA” means “Major Trading Area”, as defined in 47 C.F.R. § 24.202(a).

1.35 “MSC” means the Mobile Switching Center used by Carrier in performing, inter alia, originating and terminating functions for calls to or from Carrier’s Customers.

1.36 “NANP” means North American Numbering Plan, the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.

1.37 “NPA” means Numbering Plan Area, referred to as an area code and the three digit indicator that is defined by the “A”, “B” and “C” digits of a 10-digit telephone number within the NANP.

1.38 “Number Portability” is as defined in the Act and the applicable rules, regulations, orders and rulings of the FCC or the Commission.

1.39 “NXX ” means the three digit switch entity indicator that is defined by the “D”, “E”, and “F” digits of a 10-digit telephone number within the NANP. Each NXX generally contains 10,000 numbers.

1.40 "Paging Traffic" means traffic to Carrier’s network that results in the sending of a paging message over a frequency licensed to Carrier or traffic to Telco’s network that results in the sending of a paging message over a frequency licensed to Telco.

1.41 “Party” means either Telco or Carrier. “Parties” means both Telco and Carrier.

1.42 “PNP” means Permanent Number Portability, that is, a long-term solution to provide Number Portability for all Customers consistent with the Act and the rules, regulations, orders and rulings of the FCC and the Commission.

1.43 "POI" means point of Interconnection, or the physical location at which the Parties' networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces based on the Parties mutual agreement.

1.44 “Rate Center” means a specific geographic point and corresponding geographic area that have been identified by a LEC. NPA-NXXs that have been assigned to a LEC for its provision of Exchange Services are

associated with specific Rate Centers for the purpose of rating calls.

1.45 "Rating Point" means the vertical and horizontal ("V&H") coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated NPA-NXX as designated in the LERG, but need not be in the same location as that Routing Point.

1.46 "Routing Point" means the V&H coordinates that a Telecommunications Carrier has designated as the destination for traffic inbound to services provided by that Telecommunications Carrier that bear a certain NPA-NXX designation. The Routing Point need not be the same as the Rating Point, but it must be in the same LATA as the Rating Point. Central Office Switches are Routing Points for traffic to end users identified by numbers drawn from NPA-NXX designations, as stated in the LERG. Where Carrier has not established Routing Points for its Dedicated NPA-NXXs in its own network, the Routing Point shall be the Telco Tandem Switch where traffic to Telco NXXs in the same NPA is homed.

1.47 "SAC Code" means Service Access Code, a non-geographic NPA typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas, for example 500, Toll Free Service NPAs (8YY), 700, and 900.

1.48 "State" means the state(s) individually for which the Parties intend to Interconnect under this Agreement, as listed on Appendix -- State (Wireless). Although this Agreement may apply to more than one state, it shall be applied separately as to each covered state, and tariff references shall be to the tariffs that apply to operations in the particular state.

1.49 "Switched Access Services" means an offering of access to Telco's network for the purpose of the origination or the termination of traffic from or to Exchange Service customers in a given area pursuant to a Switched Access Services tariff. Switched Access Services include: Feature Group A ("FGA"), Feature Group B ("FGB"), Feature Group D ("FGD"), Toll Free Service, and 900 access.

1.50 "Tandem Switch" means an access tandem switch that is used to connect and switch traffic between and among Central Office Switches and other Telecommunications Carriers' networks for the purpose of providing Exchange Service and Switched Access Services.

1.51 "Telecommunications Carrier" is as defined in the Act.

1.52 "Telecommunications Service" is as defined in the Act.

1.53 "Toll Free Service" means service provided with a dialing sequence that invokes toll-free, (i.e., 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 8YY NPA SAC Codes.

1.54 "Transit Traffic" means intermediate transport and switching of traffic between two Telecommunications Carriers, one of which is a Party to this Agreement and one of which is not, carried

by the other Party to this Agreement that neither originates nor terminates that traffic on its network while acting as an intermediary.

1.55 "Trunk Side" refers to a Central Office Switch interface that is capable of, and has been programmed to treat the Facility as connecting to another switching entity, for example, another Central Office Switch. A Trunk Side interface offers those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

1.56 "Type 1" means a type of Authorized Services Interconnection Trunk interface as technically defined in Bellcore Technical Reference GR-145-CORE and TA-NPL-000912 and as provided in accordance with this Agreement. The Type 1 interface supports a two or four wire one way or two way trunk connection between

Carrier's network and Telco's End Office Switch.

1.57 "Type 2A" means a type of Authorized Services Interconnection Trunk interface as technically defined in Bellcore Technical Reference GR-145-CORE and as provided in accordance with this Agreement.

1.58 "Type 2B" means a type of Authorized Services Interconnection Trunk interface as technically defined in Bellcore Technical Reference GR-145-CORE and as provided in accordance with this Agreement.

1.59 "Wire Center" denotes a building or space within a building that serves as an aggregation point on a given Telecommunication Carrier's network, where transmission Facilities are connected and switched. Telco's Wire Center can also denote a building in which one or more Central Office Switches, used for the provision of Exchange Services and Switched Access Services, are located.

2. INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Attachments and Schedules shall be deemed to be references to Sections of, and Attachments and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including Telco or other third-party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision). In the event of a conflict or discrepancy between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

2.2 This Agreement may be negotiated for more than one state, as listed on Appendix –States (Wireless). However, this Agreement shall be applied separately and distinctly to the Parties' operations in each individual state.

2.3 This Agreement (including all attachments hereto), and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in this Agreement (including all attachments hereto) that are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder.

3. INTERCONNECTION PURSUANT TO SECTION 251(C)(2)

3.1 **Scope.** This Section 3 describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Local Calls between the Parties' respective business and residential Customers. Section 3 also describes other services offered by Telco to establish such Interconnection. Nothing in this Agreement shall require Telco to transport InterLATA traffic. Carrier is directly interconnected with all IXC's for the delivery of all interexchange traffic from Carrier's network and intends to remain so connected during the term of this Agreement. Should Carrier desire to begin delivering interexchange traffic from its network through Telco's network, the Parties will negotiate appropriate modifications to this Agreement.

3.2 **Interconnection Points and Methods.** Pursuant to Section 251(c)(2) of the Act, Carrier and Telco shall Interconnect their networks. Telco is required to interconnect with Carrier at any technically feasible point for the transmission and routing of Local Calls and exchange access traffic within a LATA. Telco will provide to Carrier those services and Interconnection Arrangements described herein which are necessary to establish the physical connection and interchange of traffic in connection with Carrier's Authorized Services.

3.3 **Facilities.**

3.3.1 Each Party shall be responsible for providing its own or leased transport Facilities to route

calls to and from the POI. Each Party may construct its own Facilities, it may purchase or lease these Facilities from a third party, or it may purchase or lease these Facilities from the other Party, if available, pursuant to tariff or separate contract. Facilities between the Parties' respective networks will not be provided pursuant to this Agreement.

3.3.2 The Parties will connect their networks using digital Facilities of at least DS-1 transmission rates.

3.3.3 Transport Charges

3.3.3.1 Each Party will compensate the other Party for its proportionate use of any Telco-provided Facility used by a Party to deliver Local Calls (subject to the exclusions in Section 8.4.1) originating on its network to the other Party's network.

3.3.3.2 Each Party reserves the right to discontinue the use, for delivering Local Calls from its network, of all, or a portion, of the Facilities provided by the other Party for exchanging Local Calls. This provision does not negate any obligations either Party may have regarding such Facilities, such as, but not limited to term and notice provisions. Nothing herein will obligate Telco to reimburse Carrier for Facilities obtained from a third party; however, if Telco uses Facilities obtained by Carrier from a third party, Telco will reimburse its proportionate share of such cost.

3.3.3.3 The Parties agree that they will not impose dedicated transport obligations on the other Party over Facilities between the Parties' networks that exceed the shorter of the distance to the LATA boundary or 30 miles.

3.4 Type 2 Services. At Carrier's option, Telco will provide Type 2A and Type 2B interfaces for the purpose of interchanging calls between Customers of Telco and Customers of the Carrier, as set forth in this Section 3.4. Carrier will obtain from the NXX code administrator a full NXX consistent with established industry guidelines for use with Interconnection Arrangements employing Type 2A and/or Type 2B interfaces. For calls in the Land-to-Mobile direction, Carrier will utilize the NXX. The administration of the NXX, once assigned, including updates to the LERG, will be the responsibility of Carrier.

3.5 Type 1 Services. Telco will provide Type 1 interfaces for the purpose of interchanging calls between Customers of Carrier and Customers of Telco provided Interconnection Arrangements employing Type 1 interfaces will be as described in the definition and in the referenced technical specifications.

3.6 Ordering and Maintenance. Parties shall follow the ordering options, standard intervals, maintenance, joint testing, and repair standards set forth in Telco's intrastate Access Tariff and be responsible for the operation and maintenance of their respective equipment and facilities provided by it for Interconnection.

3.7 Additional Engineering, Labor and Miscellaneous Services. Additional engineering, additional labor and miscellaneous services shall be provided by Telco at the same rates, terms, and conditions as those set forth in Telco's intrastate Access Tariff.

3.8 Points of Interconnection.

3.8.1 Land-to-Mobile direction. The Point of Interconnection (POI) for Telecommunications Service provided for herein in the Land-to-Mobile direction shall be the Carrier's MSC.

3.8.2 Mobile-to-Land direction. The POI for Telecommunications Service provided for herein in the Mobile-to-Land direction shall be Telco's Tandem Switch or End Office Switch, as appropriate.

3.8.3 Any other mutually agreeable location.

3.9 Technical Specifications. Bellcore Technical Publication GR-CORE-000145 describes the practices, procedures, specifications and interfaces generally utilized by Telco and is listed herein to assist the Parties in meeting their respective responsibilities.

3.10 Interconnection Options. Carrier may order Trunk Side Interconnection Arrangements in the configurations described below:

3.10.1 Type 2B – End Office Switch Interface. The Parties may establish Authorized Services Interconnection Trunk Groups at a Telco End Office Switch using a Type 2B interface. Carrier to Telco traffic on such an Authorized Services Interconnection Trunk Group must be destined for an NPA-NXX residing in that Telco End Office Switch. Telco to Carrier traffic on such an Authorized Services Interconnection Trunk Group must originate from an NPA-NXX residing in that Telco End Office Switch.

3.10.2 Type 2A – Tandem Switch Interface. Carrier may establish Authorized Services Interconnection Trunk Groups at a Telco Tandem Switch using a Type 2A interface. Carrier to Telco traffic on such an Authorized Services Interconnection Trunk Group must be destined for an NPA-NXX residing in a Telco End Office Switch that homes on that Telco Tandem Switch. Telco to Carrier traffic on such an Authorized Services Interconnection Trunk Group must originate from an NPA-NXX residing in a Telco End Office Switch that homes on that Telco Tandem Switch.

3.10.3 In the event that Telco deploys new Tandem Switches after the Effective Date, Telco will provide Carrier with reasonable advance notice of such a change and Telco will work cooperatively with Carrier to accomplish all necessary network changes.

3.11 Carrier may designate the interface it wants to receive from the following combinations: Trunk Side terminations at voice grade, DS0 or DS1 level for Type 2B, and Trunk Side at DS1 level for Type 2A.

3.12 **Modifications.** Where the Authorized Services territory within the State is modified after the Effective Date of this Agreement, the terms and conditions of this Agreement shall, at Carrier's option, be modified by the Parties to recognize the extent of such modified Authorized Services territory.

3.13 **Signaling.**

3.13.1 Authorized Services Interconnection Trunks employing Type 1 interfaces are provided with multi-frequency ("MF") signaling.

3.13.2 The Parties shall use their respective best efforts to use CCS signaling to set up calls between the Parties' networks on Authorized Services Interconnection Trunks employing Type 2 interfaces. Carrier shall connect with Telco for CCS directly or through a third party provider. If CCS signaling is provided by Telco, it will be provided in accordance with Appendix – SS7 (Wireless). When Carrier employs MF signaling with Authorized Services Interconnection Trunks employing Type 2 interfaces, Telco will not be responsible for correcting any undesirable characteristics, service problems or performance problems that are associated with MF-to-SS7 inter-working or the signaling protocol required for Interconnection with Carrier employing MF signaling.

3.13.3 Parties directly or, where applicable, through their third-party provider, will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCS based features between their respective networks, including all CLASS Features and functions, to the extent each Party offers such features and functions to its Customers. All CCS signaling parameters will be provided including, without limitation, calling party number (CPN), originating line information (OLI), calling party category and

charge number.

3.14 THIS SECTION 3.14 APPLIES TO THIS AGREEMENT BETWEEN AMERITECH WISCONSIN AND US CELLULAR AS A RESULT OF THE ARBITRATION AWARD IN CASE NO. 05-MA-119. CCS/SS7 Billing. Telco shall provide CCS signaling upon Carrier's request. Carrier shall pay for such CCS signaling in the Mobile-to-Land direction at TELRIC rates and Telco shall pay Carrier for such CCS signaling in the Land to Mobile direction at the same rates.

4. TRANSMISSION AND ROUTING OF EXCHANGE ACCESS SERVICE TRAFFIC

4.1 Carrier is directly interconnected with all IXC's for the delivery of all interexchange traffic from Carrier's network and intends to remain so connected during the term of this Agreement. Should Carrier desire to begin delivering interexchange traffic from its network through Telco's network, the Parties will negotiate appropriate modifications to this Agreement.

5. TRUNKING

5.1 Unless otherwise agreed herein, Carrier and Telco will interconnect directly in each LATA in which they exchange Local Calls and Switched Access Services traffic. For delivery of mobile to land traffic, the Parties will Interconnect at each Tandem Switch or at each End Office Switch that subtends a Tandem Switch at which the Parties are not Interconnected. Carrier will be responsible for designing, ordering and provisioning all Authorized Services Interconnection Trunks. Carrier will engineer and maintain the appropriate type of and sizing for Interconnection Arrangements according to sound engineering practice, as mutually agreed to by the Parties.

5.2 Installation/Provisioning of Trunks.

- 5.2.1 Telco will provide non-discriminatory installation and maintenance intervals that are consistent with the like type services which it provides to itself.
- 5.2.2 Orders from Carrier to Telco to establish, add, change, or disconnect Authorized Services Interconnection Trunks shall be submitted using Telco's applicable ordering system.
- 5.2.3 Orders that comprise a major project that directly impacts the other Party will be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders, or related activities between and among Telco and Carrier work groups, including but not limited to the initial establishment of Interconnection Arrangements and service in an area, designated NPA-NXX relocations, re-homes, Facility grooming or major network rearrangements.

5.3 Trunk Servicing.

- 5.3.1 The Parties will jointly manage the capacity of Authorized Services Interconnection Trunk Groups. Telco will send a request to Carrier to trigger changes Telco desires to the Authorized Services Interconnection Trunk Groups based on Telco's capacity assessment. Carrier will issue an ASR to Telco's Wireless Interconnection Service Center:
 - 5.3.1.1 Within ten (10) business days after receipt of the request, upon review of and in response to Telco's request; or
 - 5.3.1.2 At any time as a result of Carrier's own capacity management assessment, to begin the provisioning process.

- 5.3.2 Each Party will be responsible for engineering and maintaining its network and any Interconnection Arrangements it provides.
- 5.3.3 When Carrier incurs separate charges for trunks, Carrier shall, upon request, be credited an amount for the period during which Interconnection Arrangements are out of service in accordance with Telco's applicable state access tariff.
- 5.4 Interconnection Arrangements Design Blocking Criteria.
 - 5.4.1 Forecasting and servicing for Interconnection Arrangements shall be based on the industry standard objective of two percent (2%) overall time consistent average busy season busy hour loads (one percent (1%) from the End Office Switch to the Tandem Switch and one percent (1%) from the Tandem Switch to the End Office Switch), based on the engineering document referred to as Neil Wilkinson B.01M [Medium Day-to-Day Variation].
 - 5.4.2 When Interconnection Arrangements exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period, the Parties shall cooperate to increase the Interconnection Arrangements to the foregoing blocking criteria in a timely manner. The Parties agree that twenty (20) days is the study period duration objective.
 - 5.4.3 **THIS SECTION 5.4.3 SHALL NOT APPLY TO THIS AGREEMENT BETWEEN AMERITECH WISCONSIN AND US CELLULAR AS A RESULT OF THE ARBITRATION AWARD IN CASE NO. 05-MA-119.** Direct Trunking of Mobile-to-Land Traffic. If the traffic from Carrier's Network to any Telco Tandem Switch destined for any other Telco switch or third party switch at any time exceeds 500 busy hour ccs (the practical engineering capacity of a DS1), the Parties shall, within thirty (30) calendar days of the occurrence, meet to review available traffic studies, trunk group architecture and traffic routing relating to this Mobile-to-Land traffic. Both Parties shall explore options for Carrier to reduce tandem traffic that is terminated to a particular Telco End Office Switch to less than 500 busy hour ccs. If the Parties are unable to agree upon a solution acceptable to Telco within thirty (30) calendar days of the meeting, Carrier shall at its expense, within sixty (60) days after the thirty day period, establish new or augment existing Authorized Services Interconnection Trunk Groups from Carrier's network to the applicable Telco End Office Switch.
 - 5.4.4 If an Authorized Services Interconnection Trunk Group is under seventy-five percent (75%) of centum call seconds (ccs) capacity on a monthly average basis for each month of any consecutive six (6) month period, either Party may contact the other to discuss resizing the Authorized Services Interconnection Trunk Group. Neither Party will unreasonably refuse a request to resize the Authorized Services Interconnection Trunk Group.
 - 5.4.5 Each Party shall provide the other with a specific point of contact for planning, forecasting, and trunk servicing purposes.

6. NPA-NXX

- 6.1 Each NPA-NXX associated with an Authorized Services Interconnection Trunk Group using a Type 2A interface must have a single Rating Point and that Rating Point must be associated with a Telco End Office Switch homing on the Telco Tandem Switch where the Authorized Services Interconnection Trunk Group is located. The Rating Point does not have to be the same as the Routing Point.
- 6.2 All terminating traffic delivered by Carrier to a Tandem Switch destined for publicly dialable NPA-NXXs that do not home on that Tandem Switch is misrouted. Telco shall provide notice to Carrier pursuant

to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, Carrier shall be given thirty (30) days to cure such misrouting. In the event that Carrier does not cure the problem within the thirty (30) day period, Telco shall bill and Carrier will pay, in addition to any other normal usage charges, a misroute surcharge per call that is equal to the rate for end office termination (Type 2B rate).

6.3 The Parties shall deliver all traffic destined for the other Party's network in accordance with the serving arrangements defined in the LERG except when Carrier's MSC serves NPA-NXXs, some of which home on a Telco Tandem Switch, and some of which home on a non-Telco Tandem Switch. In this case, Telco may establish Interconnection Arrangements directly between Telco's Tandem Switch and Carrier's MSC for the completion of all Telco to Carrier calls destined to terminate to such NXXs.

6.4 It is the responsibility of Carrier to negotiate Interconnection and traffic transport and termination arrangements directly with other Telecommunications Carriers. Telco will deliver all calls destined to Carrier regardless of the Telecommunications Carrier originating the call; other than delivering the call, Telco has no responsibility for traffic routed through another Telecommunications Carrier's network to Telco's Tandem Switch destined for Carrier's MSC.

6.5 Reverse Billing Option. This billing option is not available under this Agreement. To the extent Carrier uses reverse billing option under a prior interconnection agreement as of the execution date of this Agreement, Carrier will cease using that option within sixty days of the Effective Date.

7. NUMBERING

7.1 It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NPA-NXXs at all times. Neither Telco nor Carrier shall charge each other for changes to switch routing software necessitated by the opening of NPAs or NXXs. If either Party is authorized by action of an applicable Governmental Authority to recover its costs for changes to switch routing software necessitated by the opening of NPAs or NXXs, the Parties shall reimburse each other's costs according to such authorization, *provided that Telco may only assess Carrier a charge related to code opening to the extent that it is a uniform charge, applicable to all carriers, including Telco and Telco Affiliates operating in Wisconsin.* **THE ITALICIZED TEXT IN THIS SECTION 7.1 APPLIES TO THIS AGREEMENT BETWEEN AMERITECH WISCONSIN AND US CELLULAR AS A RESULT OF THE ARBITRATION AWARD IN CASE NO. 05-MA-119.**

7.2 The Parties shall comply with Central Office Code Assignment Guidelines, as currently specified in INC 95-0407-008, in performing the electronic input of their respective number assignment information into the Routing Database System.

7.3 Carrier shall ensure that each Carrier designated NPA-NXX is in the LERG with the routing V&H and CLLI shown as points, as designated by Carrier, within Carrier's network.

7.4 Telco will forward a confirmation to Carrier in response to Carrier's request to add Carrier's NPA-NXXs to Authorized Services Interconnection Trunk Groups, when Carrier submits such a request accompanied by an ASR without service and using the remarks section to refer to the NPA-NXX form. This NPA-NXX installation request will be treated as a no-charge order.

7.5 Both Parties will provide switch translations and billing contact points regarding the establishment of or modification to full number blocks.

7.6 Number Portability

7.6.1 The Parties agree to implement PNP, in compliance with FCC or Commission orders, within and between their networks as soon as technically feasible, but no later than the schedule established by the FCC or the Commission.

- 7.6.2 Each Party shall recover its costs for PNP in accordance with FCC or Commission orders.
- 7.6.3 Except as otherwise agreed between the Parties in writing, to the extent that a Party performs a query or is required to perform a query pursuant to its obligations under any Applicable Laws or this Agreement, that Party will make arrangements to perform its own queries for PNP calls on an N-1 basis, where N is the entity terminating the call to the user. If Telco is the entity terminating the call to the user, Carrier is the N-1 entity, and Carrier fails to make the appropriate query, Telco will charge Carrier in accordance with Telco's applicable tariff.
- 7.6.4 The Parties shall cooperate in conducting testing to ensure interconnectivity between their networks. Each Party shall inform the other of any network updates that may affect the other's network and shall, at the other's request, perform tests to validate the operation of the network.
- 7.6.5 Prior to the date that PNP is implemented by both Parties, the Parties agree to cooperatively establish terms, conditions, and procedures for porting telephone numbers.
- 7.7 Dialing Parity. Telco agrees that local dialing parity will be available to Carrier in accordance with the Act.

8. RECIPROCAL COMPENSATION

- 8.1 Compensation rates for Interconnection are contained in Appendix –Pricing (Wireless).
- 8.2 Compensation for Local Calls Transport and Termination. Subject to the limitations set forth below in Section 8.4, Telco shall compensate Carrier for the transport and termination of Local Calls originating on Telco's network and terminating on Carrier's network. Carrier shall compensate Telco for the transport and termination of Local Calls originating on Carrier's network and terminating on Telco's network. The rates for this reciprocal compensation are set forth in Appendix –Pricing (Wireless).
- 8.3 **Origination and Termination Points.** For purposes of defining Local Calls for calculating reciprocal compensation under this Agreement, the origination point and the termination point on Telco's network shall be the End Office serving the calling or called party at the time the call begins. The origination point and the termination point on Carrier's network shall be the cell site or base station which services the calling or called party at the time the call begins on Carrier's network.
- 8.4 Traffic Not Subject to Reciprocal Compensation
- 8.4.1 Exclusions. Reciprocal compensation shall apply solely to the transport and termination of Local Calls, which shall not include, without limitation, the following:
- 8.4.1.1 Non-CMRS Traffic, except for incidental traffic when Landline to Landline connection may be established on an infrequent basis, i.e. when a mobile phone forwards a Landline call to a Landline phone;
 - 8.4.1.2 Traffic which does not qualify as Local Telecommunications Traffic, including, but not limited to, interMTA traffic and interstate access roaming traffic;
 - 8.4.1.3 Toll-free calls (e.g., 800/888), Information Services Traffic, 500 and 700 calls;
 - 8.4.1.4 InterMTA traffic;
 - 8.4.1.5 Transiting Traffic;
 - 8.4.1.6 Traffic which neither originates nor terminates on Carrier's network;
 - 8.4.1.7 Traffic which neither originates nor terminates on Telco's network; and

8.4.1.8 Paging Traffic, which will be covered under separate agreement should Carrier desire to provide it.

8.4.2 The Parties agree that ESP/ISP traffic between them, if any, is presently de minimis. At such time as either Party can economically track and measure such traffic, such Party may remove such traffic from the calculation of reciprocal compensation between the Parties by providing to the other Party appropriate evidence of the existence of such traffic. Records will be retained of all such removed traffic. Upon the conclusion of FCC proceeding CC Docket No. 99-98, the compensation rate established in that proceeding applicable to ESP/ISP traffic (or, if no such rate is established in that proceeding, a compensation rate otherwise established pursuant to the requirements of such proceeding) shall be applied to all removed traffic as described above.

8.5 Billing And Recording.

8.5.1 Each Party will record its terminating minutes of use including identification of the originating and terminating NPA-NXX for all intercompany calls. Each Party will perform the necessary Call Recording and rating for its respective portions of an interchanged call. Each Party shall be responsible for billing and collection from their respective Customers. Each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party pursuant to this Agreement. The Parties recognize that Carrier currently may not have the technical systems in place to measure and bill Telco pursuant to this Agreement. To the extent that Carrier currently does not have the ability to measure and bill, Carrier shall bill Telco the charges due as calculated and described in Sections 8.5.2 and 8.5.3.

8.5.2 When Telco does not record traffic originating on its network and terminating on Carrier's network, exclusive of traffic from other sources (as described below) and Carrier has not implemented systems that can correctly identify such traffic, a surrogate factor billing method shall be employed for land to mobile traffic as follows. Traffic from other sources includes, but is not limited to, Transiting Traffic, ported number traffic, call forwarded traffic from a third party LEC, and traffic originated by other carriers using partial number blocks, e.g. Inter-MTA traffic and IXC handled traffic. Carrier shall bill Telco the charges due under this Section 8, based on Telco's monthly bill to Carrier. The land to mobile Local Calls shall be equal to twenty-five percent (25%) of the total Local Calls.

8.5.3 When Carrier uses the factor billing method set forth in Section 8.5.2, Carrier shall use the Telco invoice to identify the Telco CLLI codes from which the traffic is delivered to Carrier as well as the number of Calls and Conversation MOUs for each inbound trunk route. All adjustment factors and resultant adjusted amounts shall be shown for each line item, including as applicable, but not limited to the land to mobile adjustment factor from Section 8.5.2, the blended call set-up and duration factors, the adjusted call set-up and duration amounts, the applicable rate, amounts, etc.

9. SPECIALIZED TRAFFIC

9.1 [Transit Service.](#)

9.1.1 Telco will deliver Transit Traffic to and from Carrier. In such a case, Telco will charge a transit charge to the originating Telecommunications Carrier. Other than the transit charge, Telco will not bill either the originating or terminating Telecommunications Carrier for transport and termination, which shall be separately negotiated between the originating and

- terminating Telecommunications Carriers.
- 9.1.2 Carrier shall not route terminating traffic from an IXC destined for an End Office Switch in Telco's network over Authorized Services Interconnection Trunks.
 - 9.1.3 Carrier shall not route traffic to Telco under this Agreement from a non-CMRS Telecommunications Carrier.
 - 9.1.4 Where Telco has in place direct Authorized Services Interconnection Trunks employing Type 2A interface to a Carrier MSC, Telco will not deliver calls destined to terminate at that Carrier MSC via another Telecommunications Carrier's Tandem Switch.
 - 9.1.5 Carrier shall pay Telco for Transit Traffic that Carrier delivers to Telco's network at the rate specified in Appendix – Pricing (Wireless).
 - 9.1.6 The Parties agree that it is incumbent on the originating Party to establish billing arrangements directly with other third party Telecommunications Carriers to which it may originate traffic by means of arrangements provided by the Tandem provider. In the event that Carrier does send traffic through Telco's network to a third party Telecommunications Carrier with whom Carrier does not have a traffic interchange agreement, and such third party Telecommunications Carrier makes a claim against Telco for compensation, Telco will advise both Carrier and the third party Telecommunications Carrier that they need to resolve the matter between themselves. If Telco does so, then Carrier will indemnify Telco for any termination charges Telco subsequently is ordered by a regulatory agency or court to pay such third party Telecommunications Carrier for such traffic, and for any billing and collection costs, and attorneys' fees related to those termination charges. In the event of any such proceeding, Telco agrees to allow Carrier to participate as a party.
 - 9.1.7 If either Party originates a call destined for termination to the other Party, but delivers that call to the other Party through a switching entity of another Telecommunications Carrier, the terminating Party shall be entitled to charge transport and termination rates as set forth Appendix – Pricing (Wireless). The originating Party shall also be responsible for paying tandem transit rates, if any are charged by another Telecommunications Carrier.
 - 9.1.8 The terminating Party shall not charge the Tandem provider for calls that are terminated to it via transit arrangements provided by the Tandem provider. Neither shall the terminating Party default bill the Tandem provider for unidentified traffic terminating to the terminating Party, unless otherwise provided for in this Agreement.
 - 9.1.9 Where applicable, when Telco is the primary toll carrier for an independent LEC, Telco will pay reciprocal compensation to Carrier for toll traffic originating from such independent LEC and terminating to Carrier as though the traffic originated on Telco's network.
- 9.2 Ancillary Services Traffic.
- 9.2.1 When delivering Ancillary Services traffic to Telco, Carrier must use at least one connection in each LATA dedicated solely for Ancillary Services traffic. The connection used must be an Ancillary Services Connection.
 - 9.2.2 Notwithstanding Section 9.2.1, 411 and/or Operator Services traffic may be delivered through a dedicated Authorized Services Interconnection Trunk employing a Type 2A interface to a Telco Operator Services Switch.
- 9.3 Wireless 911 Services.

- 9.3.1 **THIS SECTION 9.3.1 AND ITS SUBPARTS APPLIES TO THIS AGREEMENT BETWEEN AMERITECH WISCONSIN AND US CELLULAR AS A RESULT OF THE ARBITRATION AWARD IN CASE NO. 05-MA-119.** ~~With respect to all matters relating to 911 and/or E911 Services, the Parties shall: (i) continue to handle such services as they do today and (ii) work together to meet any and all applicable requirements mandated under Applicable Laws. The Parties acknowledge and agree that~~
~~as applicable requirements are met and implemented, additional charges for 911 and/or E911 Services may apply.~~
- 9.3.1.1 This Section 9.3.1.1 and its subparts apply for an interim period from the Effective Date until thirty (30) days following the final order of the Commission in docket 6720-TI-161. Any judicial or administrative review of the Commission's decision in docket 6720-TI-161 shall not affect such interim period.
- 9.3.1.1.1 During the interim period described in Section 9.3.1.1, Telco shall charge Carrier for 911 calls originated on Carrier's network and terminated by Telco the Type 2A rate listed in Section 1.1 of the Appendix Pricing (Wireless).
- 9.3.1.2 Telco shall provide non-discriminatory access to its 911 facilities and service features on an unbundled basis, at any technically feasible point, on rates, terms and conditions that comply with section 251 of the Act.
- 9.3.1.3 Upon the expiration of the interim period described in Section 9.3.1.1, the Parties shall include in this Agreement rates, terms and conditions for the provision of 911 based on negotiations between the Parties or on the results of docket 6720-TI-161 (the "Permanent 911 Rates"). If the Parties are unable to agree on such rates, terms and conditions, either Party may request that the arbitration panel in case no. 05-MA-119 reconvene for the limited purpose of arbitrating that dispute.
- 9.3.1.4 Upon the establishment of the Permanent 911 Rates, the Parties shall perform a true-up applying those Permanent 911 Rates to the interim period described in Section 9.3.1.1.
- 9.3.2 For the provision of 911 and/or E911 Services, Carrier may provide its own facilities or purchase facilities from a third party to connect its network with Telco's 911 Tandem. Alternatively, Carrier may purchase appropriate facilities from Telco's applicable access tariff.
- 9.3.3 Wireless E911 Services are not considered Ancillary Services and cannot be provided using Ancillary Services Connections.
- 9.3.4 **THIS SECTION APPLIES ONLY TO TEXAS:** Within 30 days of final approval of this Agreement by the relevant state Commission, Telco and Carrier shall notify The Advisory Commission on State Emergency Communications for the State of Texas if they are routing 911/E911 calls to seven or ten digit screening numbers instead of directly through as 911/E911 calls and they shall specify the areas where such is occurring and under what type of conditions. Upon request of the appropriate 911/E911 customer (PSAP), the Parties shall cease the practice of routing 911/E911 calls to seven or ten digit screening numbers instead of directly through as 911/E911 calls. The Parties agree that the 911/E911 service is provided for the use of the 911/E911 customer, and recognize the authority of the 911/E911 customer to establish service specifications and grant final approval (or denial) of service configurations or modifications offered by Telco and Carrier. The terms and conditions for

911/E911 service in this Agreement shall be subject to renegotiation in the event that the 911/E911 customer orders changes to the 911/E911 service that necessitate revision of this Agreement, but implementation of wireless 911/E911 shall not be delayed pending any such renegotiation.

9.4 Directory Assistance. Directory Assistance Services will be governed by Appendix – DA (Wireless).

9.5 Operator Assisted Calls. Operator assisted calls are limited to 0+ or 0- calls on a sent paid basis only. The term “sent paid” means that all calls must be paid for by Carrier's Customer at the time the call is placed. This can be accomplished by using a telecommunications credit card, placing the call collect or billing the call to a third number. No charges are incurred by Carrier.

9.6 Calling Party Pays Traffic. If Telco provides Calling Party Pays services within the State, Carrier will be responsible for the charges for Calling Party Pays Traffic originated by its Customers and directed to customers of other wireless service providers. However, Telco will have no obligation to offer Calling Party Pays service.

9.7 900/976 Traffic. Each Party shall be responsible for the charges for 900/976 Traffic which originates on its own network. Nothing in this Agreement shall restrict either Party from offering to its Customers the ability to block the completion of 900/976 Traffic.

10. GENERAL RESPONSIBILITIES OF THE PARTIES

10.1 Cooperation. The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnection required to assure traffic completion to and from all Customers in their respective designated service areas.

10.2 Forecasts. To permit orderly growth and network management, each Party shall forecast the volume of traffic of each Interconnection Arrangement associated with each POI. Such forecast information must be provided upon request, once a year. When extraordinary changes are anticipated, Carrier shall provide additional timely forecasts to account for such changes. For Telco to Carrier traffic, Telco shall determine the number and type of Interconnection Arrangements needed to connect to each of Carrier's MSCs to handle the actual and forecast future traffic in accordance with industry standards. Telco shall employ such forecasts, actual traffic volumes and sound engineering practices to provide such Interconnection Arrangements. The forecasts shall include:

- 10.2.1 Yearly forecasted quantities of Authorized Services Interconnection Trunks (which include measurements that reflect actual Tandem and End Office Switch Authorized Services Interconnection and Authorized Services Interconnection Trunks and Tandem-subtending Authorized Services Interconnection End Office Switch equivalent Authorized Services Interconnection Trunk requirements) for two (2) years (current year and one additional year) by six (6) month period;
- 10.2.2 Identification of each Authorized Services Interconnection Trunk by the from and to Common Language Location Identifiers (“CLLI”), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;
- 10.2.3 A description of major system projects that affect the other Party. Major system projects include trunking or system rearrangements, shifts in anticipated traffic patterns, or other activities by Carrier that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

10.3 National Network Plans. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

10.4 Network Management

- 10.4.1 The Parties agree to follow network management standards set forth in Telco's intrastate Access Tariff. Each party shall work cooperatively to apply sound network management principles by working network management controls to prevent congestion.
- 10.4.2 Each Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 10.4.3 The Parties shall cooperate and share preplanning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.
- 10.4.4 Neither Party shall use any Service related to or use any of the Services provided in this Agreement in any manner that interferes with third parties in the use of such third-parties' own service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, a "Network Harm"). If a Network Harm shall occur or if a Party reasonably determines that a Network Harm is imminent, such Party shall, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party shall:
 - 10.4.4.1 Promptly notify the other Party of such temporary discontinuance or refusal;
 - 10.4.4.2 Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
 - 10.4.4.3 Inform the other Party of its right to bring a complaint to the Commission or FCC.
- 10.4.5 Carrier and Telco shall work cooperatively to install and maintain a reliable network. Carrier and Telco shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.
- 10.4.6 Each Party shall acknowledge calls in accordance with the following protocols:
 - 10.4.6.1 Each Party will provide a voice intercept announcement or distinctive tone signals to the calling party when a call is directed to a number that is not assigned by such Party;
 - 10.4.6.2 Each Party will provide a voice announcement or distinctive tone signals to the calling party when a call has been received and accepted by such Party's terminal;
 - 10.4.6.3 When such Party's terminal is not able to complete calls because of a malfunction in the terminal or other equipment, such Party will either divert the call to its operator, or provide a recorded announcement or a distinctive tone signal to the

calling party advising that the call cannot be completed; and

10.4.6.4 Each Party will provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard telephone industry practices.

10.4.7 Where the capability exists, originating or terminating traffic reroutes may be implemented by any Party to temporarily relieve network congestion due to Facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when the Parties mutually agree.

10.4.8 When the Parties mutually agree, they shall cooperate to establish separate, dedicated Authorized Services Interconnection Trunks for the completion of calls to high volume Customers.

10.4.9 Each Party will provide the other Party a 24 hour network management contact and a trouble reporting number.

10.5 **Sole Responsibility.** Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

10.6 **Fraud.** The Parties shall work cooperatively to minimize fraud associated with third number billed calls, calling card calls, and any other services related to this Agreement.

10.7 **Insurance.** At all times during the term of this Agreement, each Party shall keep and maintain in force at Party's expense all insurance required by law, general liability insurance and worker's compensation insurance. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self insurance).

11. BILLING

11.1 Telco will reimburse its proportionate share of the cost of Interconnection Arrangements in accordance with the terms in this Agreement.

11.2 Charges and Payment.

11.2.1 **Payment Of Charges.** Subject to the terms of this Agreement, Carrier and Telco will pay each other within thirty (30) calendar days from the date of a documented invoice (the "Bill Due Date"). A documented invoice will comply with Section 11.5. If the Bill Due Date is on a day other than a business day, payment will be made on the next business day. Payments will be made in U.S. dollars.

11.2.2 Usage-sensitive charges hereunder shall be billed monthly in arrears by both Parties.

11.2.3 All non-usage-sensitive monthly charges shall be billed by Telco monthly in advance, except those charges due for the initial month, or a portion of the initial month during which new items are provided, will be included in the next bill rendered.

11.2.4 All Facilities charges owed to Carrier by Telco under Section 3.3.3, above, shall be billed by Carrier to Telco thirty (30) days following receipt by Carrier of Telco's invoice.

11.2.5 **Late Payment Charge.** Bills will be considered past due thirty (30) days after the bill date or by the next bill date (i.e., same date as the bill date in the following month), whichever occurs first, and are payable in immediately available U.S. funds. If the amount billed is received by the billing Party after the payment due date or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance. The late payment charge will be as set forth in Telco's applicable state tariff. When there is no applicable tariff in the State,

any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1 1/2%) per month or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Bill Due Date to and including the date that payment is actually made.

- 11.2.6 **Billing Disputes.** The billed Party has sixty (60) days after the receipt of the invoice to officially dispute, in writing, the charges which have been withheld from the billing Party. Such billing dispute will include specific invoice and dispute detail for the billing Party to be able to properly investigate the dispute. If the appropriate billing contacts are unable to resolve the dispute within sixty (60) days after receipt of the written billing dispute, the issue may be escalated to appropriate business representatives who will then have thirty (30) days to resolve the dispute. In the event that the billing dispute cannot be resolved by the appropriate business representatives, either Party may commence a dispute resolution in accordance with the Dispute Resolution provisions set forth in this Agreement.
- 11.2.7 **Backbilling.** Charges for all services provided pursuant to this Agreement may be billed by the billing Party for up to one (1) year after the initial date service was furnished.
- 11.2.8 **Backcredits.** Neither Party may request credit for any billing by the other Party pursuant to this Agreement more than one (1) year after the date of the bill on which the service or facility was billed. Any such request will be in writing and contain sufficient detail to allow the other Party to properly investigate the request. If the request for credit leads to a billing dispute, such dispute shall be in accordance with Section 11.2.6 above. This Section 11.2.8 shall not apply to requests for credit when the true-ups are provided for in this Agreement. This Section shall not apply to requests for credit in the following situations: when the true-ups are provided for in this Agreement, or where changes are not evident other than through an audit pursuant to Audits provisions of this Agreement.
- 11.2.9 **THIS SECTION 11.2.9 APPLIES TO THIS AGREEMENT BETWEEN AMERITECH WISCONSIN AND US CELLULAR AS A RESULT OF THE ARBITRATION AWARD IN CASE NO. 05-MA-119.** Tariffed Items. Where charges in this Agreement specifically reference tariffed rates, then those tariffed rates shall become effective on the Effective Date and remain unchanged for the Initial Term and any renewal term of this Agreement, regardless of any modifications that may thereafter occur to the tariff rates.
- 11.2.10 There will be no netting by the billed Party of payments due herein against any other amount owed by one Party to the other.

11.3 [Adjustments.](#)

- 11.3.1 A Party shall promptly reimburse or credit the other Party for any charges that should not have been billed to the other Party as provided in this Agreement. Such reimbursements shall be set forth in the appropriate section of the invoice.
- 11.3.2 A Party shall bill the other Party for any charges that should have been billed to the other Party as provided in this Agreement, but have not been billed to the other Party ("Underbilled Charges"); provided, however, that, except as provided in Section 19.2, the billing Party shall not bill for Underbilled Charges which were incurred more than one (1) year prior to the date that the billing Party transmits a bill for any Underbilled Charges.

11.4 Invoices

- 11.4.1 Reciprocal compensation invoices from Carrier shall contain detail to substantiate billed traffic which originates from Telco's network.
- 11.4.2 Parties agree that each will perform the necessary call recording and rating for its respective portions of an exchanged call in order to invoice the other Party.
- 11.4.3 Invoices between the Parties shall include, but not be limited to the pertinent following information.
- ? Identification of the monthly bill period (from and through dates)
 - ? Current charges
 - ? Past due balance
 - ? Adjustments
 - ? Credits
 - ? Late payment charges
 - ? Payments
 - ? Contact telephone number for billing inquiries
- The Parties will provide a remittance document with each invoice identifying:
- ? Remittance address
 - ? Invoice number and/or billing account number
 - ? Summary of charges
 - ? Amount due
 - ? Payment due date (at least thirty (30) days from the bill date)
- 11.4.4 Invoices between the Parties will be provided on paper and will be the primary bill, unless a mechanized format is mutually agreed upon and subsequently designated in writing by both Parties as the primary bill.
- 11.4.5 Invoices will be based on Conversation MOUs for all completed calls and are measured in total conversation time seconds, which are totaled (by originating and terminating CLLI code) for the monthly billing cycle and then rounded up to the next whole minute.
- 11.4.6 Carrier will either bill Telco under separate invoice for Telco's proportionate share of Interconnection Arrangements, as stated within Section 3.3.3, or, if available, Telco may automatically net their proportionate use from the invoice provided to Carrier.
- 11.4.7 Carrier will bill Telco by LATA, by state, based on the terminating location of the call. Carrier will display the CLLI code(s) associated with the Authorized Services Interconnection Trunk through which the exchange of traffic between Telco and Carrier takes place as well as the number of calls and MOUs for each inbound Facility route. Telco will bill Carrier by LATA and by the End Office/Tandem Switch, based on the terminating location of the call and will display and summarize the number of calls and MOUs, for each terminating office.

12. TERM AND TERMINATION

12.1 Except as provided herein, the Parties agree to interconnect pursuant to the terms defined in this Agreement until April 1, 2003. (The period from the Effective Date until this date is the "Initial Term"). Thereafter the Agreement shall continue in effect until terminated as provided herein.

12.2 At any time after a date 120 days prior to the date stated in Section 12.1 above, either Party may request negotiations between the Parties for a new Interconnection agreement. Such negotiations shall begin

within thirty (30) days after delivery of such a request. Any resultant new Interconnection agreement shall be effective when approved by the Commission. Either Party's request under this Section will, for all purposes, be treated as a request under Section 252 of the Act for negotiation received by an incumbent local exchange carrier and will begin the process of voluntary negotiations.

12.3 This Agreement shall continue in effect until:

12.3.1 a regulatory or judicial body approves a negotiated new interconnection agreement between the Parties for the state covered by this Agreement; or

12.3.2 an arbitrated new interconnection agreement between the Parties for the state covered by this Agreement becomes effective; or

12.3.3 this Agreement is terminated in accordance with the terms of this Section 12.

12.4 The Parties agree that, except as otherwise provided in this Agreement, the rules and timeframes of Section 252 of the Act shall apply to any request for a new interconnection agreement initiated under Section 12.2. This includes arbitration by the Commission in the timeframes established in Section 252 of the Act.

12.4.1 If, for any reason, the Commission declines to arbitrate issues resulting from the negotiations, either party may petition the FCC to arbitrate such issues.

12.4.2 If, for any reason, the FCC declines to arbitrate issues resulting from the negotiations, either party may request binding commercial arbitration, which shall be governed by the rules of the American Arbitration Association, except as the Parties agree to modify such rules.

12.5 Notwithstanding any other provisions of this Agreement, this Agreement may be terminated at any time as mutually agreed upon by the Parties in writing.

12.6 In the event Carrier intends to cease providing its Authorized Services, Carrier shall communicate this intent to Telco in writing at least sixty (60) days prior to the time Carrier intends to cease providing its Authorized Services. If it sends such a communication, Carrier may terminate this Agreement as part of that same advance written notice, subject to payment for Facilities or arrangements provided or for costs incurred.

12.7 Violation Of or Refusal to Comply with Provisions of Agreement:

12.7.1 If the dispute resolution process described in Section 18 below has been invoked as to a repeated or willful material violation of, or refusal to comply with the provisions of this Agreement and has been completed such that the terminating Party prevailed, either Party may provide thirty (30) days written notice to the other Party of such repeated or willful

material violation of, or refusal to comply with, the provisions of this Agreement and of the notifying Party's intent to seek to terminate this Agreement.

12.7.2 If such material violation or refusal has continued uncured for thirty (30) days following receipt of such written notice by the defaulting Party, the other Party may terminate this Agreement on thirty (30) days written notice.

12.7.3 The terminating Party shall notify the FCC and the Commission and concurrently give the other Party written notice of the prospective date and time of discontinuance of service.

12.8 Immediate Termination:

12.8.1 This Agreement shall immediately terminate upon the permanent suspension, revocation, or termination by other means of either Party's authority to provide services over its network

and shall be suspended during periods of temporary suspension, revocation, or termination of such authority.

12.8.2 Notwithstanding such termination, the terminating Party shall notify in writing the Party who has lost its authority, not less than thirty (30) days prior to discontinuing the interconnection arrangements provided hereunder.

12.8.3 At such time the terminating Party will also notify in writing the FCC and the Commission of the prospective discontinuance.

12.9 Upon termination of this Agreement, the monthly charges payable under the Agreement shall be prorated to the date of termination, provided that the Interconnection Arrangement for which such charge is levied has been in service for more than one (1) month. Otherwise, the full monthly charge shall be due on termination, together with any applicable non-recurring charges.

12.10 If this Agreement is terminated for any reason and the Parties continue to provide facilities and services hereunder, then the rates, terms and conditions under which those services are provided will be those contained in pertinent Telco tariffs, or in the absence of any pertinent tariffs for the provision of services to CMRS providers, then the terms and conditions contained herein shall continue to apply to such items until a new contract between the Parties is in place, unless otherwise agreed.

12.11 **Default.** When a party believes that the other party is in violation of a term or condition of this Agreement ("Defaulting Party"), it will provide written notice to such Defaulting Party of such violation prior to commencing the dispute resolution procedures set forth in Section 18.

13. INDEMNIFICATION

13.1 General Indemnity Rights. Each Party (the Indemnifying Party) will defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:

13.1.1 Any Loss to a third person arising out of: the negligent acts or omissions, or willful misconduct ("Fault") by such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided, however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract;

13.1.2 Any Loss to a third party arising from such Indemnifying Party's use of services offered under this Agreement, involving pending or threatened claims, actions, proceedings or suits ("Claims") for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's Customers;

13.1.3 Any and all penalties imposed upon the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 ("CALEA") and, at the sole cost and expense of the Indemnifying Party, any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA; and

13.1.4 Any Loss to a third person arising from such Indemnifying Party's failure to comply with Applicable Law, other than the Act or applicable FCC or Commission rule.

13.1.5 Intellectual Property. Should this Agreement be modified at any time to allow a Party to obtain network elements, the Parties will immediately negotiate appropriate provisions to address issues concerning third party intellectual property rights related to any provided network elements.

13.2 [Indemnification Procedures](#). Whenever a Claim will arise for indemnification under this Section, the relevant Indemnified Party, as appropriate, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party will have the right to defend against such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides such written notice of acceptance of the defense of such Claim, the Indemnified Party will defend such Claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party, to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim. The Indemnifying Party will have exclusive right to control and conduct the defense and settlement of any such Claims, subject to consultation with the Indemnified Party. The Indemnifying Party will not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party will have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party including, but not limited to relief that could affect Intellectual Property rights, and also will be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnified Party will have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim, and the relevant records of each Party will be available to the other Party with respect to any such defense, unless such records contain confidential, proprietary or competitively sensitive information. Such confidential, proprietary or competitively sensitive records may be exchanged, where necessary to such defense, only upon execution by all concerned parties of a protective order acceptable to the disclosing party.

14. LIMITATION OF LIABILITY

14.1 Limited Responsibility. Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its Affiliates, agents, subcontractors, or other persons retained by such parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an Affiliate) providing a portion of a service.

14.2 [Apportionment of Fault](#). In the case of any Loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation shall be limited to, that portion of the resulting expense caused by its negligence or misconduct or the negligence or misconduct of such Party's Affiliates, agents, contractors or other persons acting in concert with it.

14.3 [Limitation of Damages](#). In no event will either Party have any liability whatsoever to the other party

for any indirect, special, consequential, incidental or punitive damages, including loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided that the foregoing will not limit a party's obligation under Section 13 to indemnify, defend and hold the other Party harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third person. In no event, other than (a) an obligation to make payments hereunder, (b) a Party's liability to the other for gross negligence or willful or intentional misconduct, or (c) an obligation to indemnify pursuant to Section 13, will either Party's liability to the other be greater than the prior six (6) months of payments made by the other Party under this Agreement from the date such claim is first made.

14.4 **Limitation in Tariffs.** Each Party shall provide in its tariffs and/or contracts with its Customers that relate to any Telecommunications Service provided or contemplated under this Agreement that in no case shall such Party or any of its agents, contractors or others retained by such Parties be liable to any Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort, or otherwise that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss and (ii) any Consequential Damages.

14.5 **Force Majeure.** Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event").

15. DISCLAIMER OF REPRESENTATION AND WARRANTIES.

15.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. A PARTY ASSUMES NO RESPONSIBILITY WITH REGARD TO CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

16. DIRECTORY LISTINGS.

16.1 The terms and conditions for including Carrier's Customers' listings in white page directories distributed to Telco's Customers, as well as distribution of such directories to Carrier and/or Carrier's Customers, is a product offering available through a non-regulated subsidiary of the SBC-Ameritech LECs. If this Agreement is applicable to states served by other SBC LECs as incumbents and Carrier desires this product in those states, a separate appendix must be negotiated.

17. REGULATORY APPROVAL

17.1 **Commission Approval.** The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. The Parties covenant and agree that the voluntarily negotiated portions of this Agreement are satisfactory to them as an agreement under Section 251 of the Act. If the Commission or the FCC rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion; provided that such

rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

17.2 **Intervening Law.** This Agreement is entered into as a result of private negotiation between the Parties and the incorporation of some of the results of orders and arbitration by the Commission and/or FCC. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, 11 FCC Rcd 15499 (1996)(e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) or *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999), the affected provision shall, as of the effective date of the action resulting in such invalidation, modification or stay, be invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. Should the Parties be unable to agree within a reasonable time upon the effect of such invalidation, modification or stay on their interconnection arrangement, the Parties will continue to apply the original rate, term and/or condition. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Upon determination of the appropriate conforming modifications, such modifications shall be applied as of the effective date of the action resulting in such invalidation, modification or stay. Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370)(rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its rights under this Intervening Law paragraph.

17.3 **Most Favorable Terms and Conditions.**

17.3.1 **Application.** To the extent provided in Section 252(i) of the Act and related provisions of the FCC's rules and regulations, Telco shall make available to Carrier any interconnection, service, or network element provided under an agreement approved by the Commission under Section 252 of the Act to which Telco is a Party upon the same terms and conditions as those provided in that agreement. Telco further agrees to comply with the terms of the Merger Conditions as adopted by the FCC Order approving the Merger between Ameritech and SBC. Docket No. 98-141.

17.3.2 **Interrelationship.** This Agreement (including all attachments hereto), and every individual Interconnection, service, and network element arrangement provided hereunder, is subject to all rates, terms and conditions contained in this Agreement (including all attachments hereto) that are legitimately related to such Interconnection, service, or network element; and all

such rates, terms and conditions are incorporated by reference herein and as part of every Interconnection, service, and network element provided hereunder.

18. DISPUTES

18.1 Carrier has requested that the ADR mediation process described in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 ("FCC Merger Conditions") and other items as specified in this Section 18. Accordingly, the following provisions are incorporated.

18.2 Telco shall implement in the State a voluntary alternative dispute mediation process to resolve local service carrier-to-carrier disputes, including disputes related to interconnection agreements, as follows:

18.2.1 If resolution is not attained upon completion of the dispute resolution process contained in a state commission-approved interconnection agreement, or if the dispute is not subject to resolution under an interconnection agreement, Telco shall, at the option of the other party or parties to the dispute, participate in a mediation process as follows:

18.2.1.1 If a party voluntarily chooses to invoke these mediation procedures, it shall submit a written request for mediation to the appropriate state commission,

with a copy to Telco and any other party or parties involved in the dispute. State commissions shall not be required to implement this process or to mediate disputes under the mediation provisions of this Attachment.

18.2.1.2 The written request shall include a statement as to whether the dispute affects service or is otherwise exceptionally time-sensitive. If the dispute affects service or is otherwise exceptionally time-sensitive, the written request shall set forth time requirements for resolution, and the time frames stated herein shall be shortened by agreement of the Parties to accommodate the requested time requirements, which may not be less than 3 business days.

18.2.1.3 The Parties to the dispute shall each have a person or persons of authority at the dispute resolution table such that a reasonable resolution could be agreed to at the table. In the event the representative(s) of a Party come without the authority to agree to a particular item, that Party shall commit to provide a response within no more than 2 business days.

18.2.1.4 Any information shared with another Party or parties prior to a mediation session shall be faxed to the other Party or parties to the dispute at least 24 hours prior to the next mediation session. A copy shall also be provided to the staff of the appropriate state commission.

18.2.1.5 Telco shall have one contact person for all contacts related to a given dispute.

18.2.1.6 Telco shall attend a face-to-face meeting with the disputing Party or parties and the staff of the appropriate state commission within one week of the request for mediation. In the event it is not possible to resolve the issue in one session, the parties to the dispute shall agree to a meeting schedule and have all relevant decision makers meet with the other Party or parties during the scheduled times.

18.2.1.7 Telco agrees that service to Customers shall not be disrupted or otherwise affected by the pendency of a mediation proceeding.

18.2.1.8 Telco shall prohibit their regulatory, legal, and/or wholesale personnel from

disclosing to their retail staff information regarding Carrier's Customers identified during the mediation process concerning the dispute being mediated. If necessary, Telco regulatory, legal, and/or wholesale personnel may contact the Carrier Customer regarding service or billing-related issues after they have first notified the opposing Party or parties in mediation to discuss the need for such contact and to give such Party or parties the opportunity to participate in such contact.

18.2.1.9 Telco shall reduce each resolved issue to writing within 5 business days of the resolution. One of the other parties may also agree to reduce the agreement to writing. All subsequent responses/replies shall be due within 3 business days. If the Parties have not reduced the resolved issue to an agreed-upon writing within 14 calendar days of the issue's resolution, they shall notify the staff of the appropriate state commission within 5 business days, and any Party may request to resume the mediation. Written resolutions of the issues, once agreed upon by the Parties, shall be binding upon the Parties; a copy of each agreement shall be submitted to the staff of the appropriate state commission upon execution. If an agreement reached requires an amendment or addendum to a previously approved interconnection agreement, Telco shall file the amendment or addendum for approval by the appropriate state commission within 14 calendar days of reaching the written agreement.

18.2.1.10 Communications during the mediation process shall be confidential. Telco shall facilitate the confidentiality of the mediation process, including execution of a reasonable mediation agreement (provided that the other mediating party also agrees to do so as a condition to participating in the mediation process).

18.3 Should the appropriate state commission choose not to participate in the mediation process, the Parties may mutually agree that a party (not a party to the dispute) may fill the role of the state commission and its staff in the mediation process.

18.4 No Conflict. The Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement.

18.5 This Section 18 terminates on the earlier of (1) the date the Agreement terminates or (2) the date the obligations of Telco and/or Affiliates cease under the FCC Merger Conditions. "FCC Merger Conditions" means the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141.

18.6 If any of the FCC Merger Conditions and conditions imposed in connection with the merger under State law grant similar rights against Telco or its Affiliates, Carrier shall not have a right to invoke the relevant terms of the FCC Merger Conditions as contained in this Section 18 if Carrier has invoked substantially related conditions imposed on the merger under State law in accordance the FCC Merger Conditions.

18.7 If the Merger Agreement is terminated, or the FCC Merger Conditions are overturned or the dispute resolution provisions of the FCC Merger Conditions that are incorporated herein are amended or modified as a result of any order or finding by the FCC, a court of competent jurisdiction or other governmental and/or regulatory authority, any impacted provision described in this Section 18 shall be automatically and without notice suspended as of the date of such termination or order or finding and shall not apply to any product or service purchased by Carrier or provisioned by Telco after the date of such termination or order or finding. Thereafter, Telco's continued provision and Carrier's payment for any service or item originally ordered or provided under this Section 18 shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Section 18. In the event that the FCC changes, modifies, adds or

deletes any of the FCC Merger Conditions set forth herein, the Parties agree that the FCC's final order controls and takes precedence over the FCC Merger Conditions set forth herein

19. MISCELLANEOUS

19.1 Amendment. No provision of this Agreement shall be deemed waived, amended, or modified by either Party, unless such waiver, amendment, or modification is in writing and signed by the authorized representatives of both Parties. Neither Party shall be bound by any amendment, modification or additional terms unless it is reduced to writing and signed by an authorized representative of the Party sought to be bound. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications, unless agreed to by the receiving Party in writing.

19.2 Audits

- 19.2.1 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
- 19.2.2 Upon reasonable written notice and at its own expense, each Party or its authorized representative (providing such authorized representative does not have a conflict of interest related to other matters involving one of the Parties) shall have the right to conduct an audit of the other Party, which audit shall be limited to the sole purpose of determining compliance with the provisions of this Agreement. Neither Party may request more than one (1) such audit per state within any twelve (12) month period. This includes on-site audits at the other Party's locations.
- 19.2.3 Each Party, whether or not in connection with an audit, shall maintain reasonable records for a minimum of twenty-four (24) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.
- 19.2.4 Each Party's right to access information for audit purposes is limited to data not in excess of twenty-four (24) months in age.
- 19.2.5 The audited Party may require the auditing Party to use the services of a third Party independent auditor instead of its own employees for such audit if reasonably necessary to protect Proprietary Information.
- 19.2.6 If a Party confirms any undercharge or overcharge, then the audited Party will (i) for any overpayment, promptly correct any billing error, including making refund of any overpayment by the auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of or failure to act by the audited Party, immediately compensate the auditing Party for such undercharge, in each case with interest at the lesser of (a) one and one-half percent (1½%) per month, or (b) the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be.

19.3 Authorization.

- 19.3.1 Telco represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

19.3.2 Carrier represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

19.3.3 Each Party warrants that it has obtained or will obtain prior to operating under this Agreement, all necessary jurisdictional licenses, authorizations and/or certifications required in those jurisdictions in which it will order services or Facilities or will operate

under this Agreement. Upon request, each Party shall provide proof of such licenses, authorizations and/or certification.

19.3.4 The complete list of Access Carrier Name Abbreviation (ACNA) codes covered by this Agreement is listed below. Any addition, deletion or change in name associated with these listed ACNA codes requires notice to Telco. Notice must be received before orders can be processed under a new or changed ACNA code.

ACNA List: CLO, UCU, UMT, UCL, and NIL

19.4 Compliance.

19.4.1 Each Party shall comply with all Applicable Laws applicable to its performance under this Agreement.

19.4.2 Intercept Devices. Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a Customer of the other Party, it shall refer such request to the Party that serves such Customer, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.

19.5 Independent Contractor. Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

19.6 Confidentiality.

19.6.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of such other Party's employees, contractors, agents or Affiliates (its "Representatives" and with a Party, (a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within twenty (20) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (a) shall be held in confidence by each Receiving Party; (b) shall be disclosed to only those

Representatives who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any Governmental Authority or Applicable Law only in accordance with Section 19.6.2.

- 19.6.2 If any Receiving Party is required by any Governmental Authority or by Applicable Law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either, within a reasonable time, seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with this Section 19.6 with respect to all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.
- 19.6.3 Either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, as long as, in the absence of an applicable protective order, the Discloser has been previously notified by the Recipient in time sufficient for the Recipient to undertake all lawful measures to avoid disclosing such information and for Discloser to have reasonable time to seek or negotiate a protective order before or with any applicable mediator, arbitrator, state or regulatory body or a court.
- 19.6.4 The Parties recognize that an individual end user may simultaneously seek to become or be a Customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from Customers or sources other than the Discloser.
- 19.6.5 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.
- 19.6.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination without renewal for a period of two years.
- 19.6.7 Except as otherwise specifically provided herein, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 19.6.8 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but

will be in addition to all other remedies available at law or in equity.

19.7 Effective Date. This Agreement shall become effective upon approval by the Commission.

19.8 Governing Law. The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the Act, FCC rules and regulations, Commission rules and regulations, and the domestic laws of the State, without regard to its conflicts of laws principles.

19.9 Taxes.

19.9.1 Each Party purchasing services, facilities, or arrangements hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the services, facilities, or arrangements provided by or to such Party, except for (a) any Tax on either party's corporate existence, status, or income, or (b) franchise Taxes. Whenever possible, these amounts shall be billed as a separate item on the invoice.

19.9.2 With respect to any purchase of services, facilities or other arrangements, if any Tax is required or permitted by Applicable Law and tariffs to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. However, failure to include these amounts on an invoice or to state these amounts separately shall not impair the obligation of the purchasing party to pay the Tax; provided, however, that in no event shall the providing Party seek to collect Taxes which were assessed or paid to appropriate taxing authority within the statute of limitations period, but not included on an invoice more than four (4) years after the Tax was otherwise owed or due. Nothing shall prevent the providing Party from paying the tax to the applicable taxing authority prior to the time: (1) it bills the purchasing Party for such Tax; or (2) it collects the Tax from the purchasing Party.

19.9.3 With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any Tax is imposed by Applicable Law and tariffs on the end user in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the end user; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.

19.9.4 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.

19.9.5 If the purchasing Party fails to impose and/or collect any Tax from end users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon

with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from end users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.

- 19.9.6 If either Party is audited by a taxing authority or other governmental entity, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 19.9.7 To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party until such time as the purchasing Party presents a valid certificate. If Applicable Law and tariffs exclude or exempt a purchase of services, facilities, or arrangements under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law and tariffs that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.
- 19.9.8 With respect to any Tax or Tax controversy covered by this section, the purchasing Party will be entitled to contest, pursuant to Applicable Law and tariffs, and at its own expense, any Tax that it previously billed that it is ultimately obligated to pay. The purchasing Party will be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest provided that all costs and expenses incurred in obtaining a refund or credit for the purchasing Party shall be paid by the purchasing Party.
- 19.9.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 19.9 shall be sent in accordance with Section 19.12 hereof.

19.10 Non-Assignment. Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. In the event that Carrier acquires new licensed areas during the term of this Agreement, Carrier shall have the choice of applying this Agreement to that acquired property, applying the interconnection agreement with Ameritech governing that acquired property to the Carrier properties covered by this Agreement or continuing to apply to each property the interconnection agreement that applied to it prior to the acquisition. Notwithstanding the foregoing, Carrier may not assign nor transfer this Agreement (or any rights or obligations hereunder) to its Affiliate if that Affiliate is party to another agreement with Telco under Section 251/252 of the Act, without prior written notification to Telco. Any attempted assignment or transfer that is not permitted is void ab initio. Without

limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

19.11 [Non-Waiver](#). Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

19.12 [Notices](#).

19.12.1 Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class, U.S. mail postage prepaid, return receipt requested, or (d) delivered by telecopy to the following addresses of the Parties:

To Carrier:

United States Cellular Corporation
8410 West Bryn Mawr
Suite 700
Chicago, Illinois 60631
Attn: Mary Davis
Tel #: 773-864-3136
Fax #: 773-864-3133

and copy to:

United States Cellular Corporation
5117 West Terrace Drive
Madison, WI 53718
Attn: Regional Manager – Network Engineering, David Schmocker
Tel #: 608-441-4101
Fax #: 608-441-4395

To Telco:

Contract Administration, Attn. Notices Manager
311 S. Akard St., 9th Floor
Four Bell Plaza
Dallas, TX 75202-5398
Tel #: 214-464-1933
Fax #: 214-464-2006

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) on the date set forth on the confirmation in the case of telecopy, or (iv) on the date the recipient acknowledges receipt of the notice.

19.12.2 Each Party agrees to inform the other of any name change or change in its legal status in writing within thirty (30) days of the effective date of such change.

19.13 [Publicity and Use of Trademarks or Service Marks](#). Neither Party nor its subcontractors or agents

shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in the provision of its services or products, in any advertising, press releases, publicity matters or other promotional materials, nor for any purpose whatsoever, absent such other Party's prior written consent.

19.14 [Joint Work Product](#). This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

19.15 **Multiple Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but such counterparts together constitute one and the same document.

19.16 [No Third Party Beneficiaries; Disclaimer of Agency](#). This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

19.17 [No License](#). No license under patents, copyrights or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

19.18 **Records**. Each Party will keep adequate records of its operations and transactions under this Agreement and shall furnish to the other Party such information as may be reasonably required for the administration of this Agreement.

19.19 **Remedies**. Except as otherwise provided in this Agreement, no remedy set forth herein is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under Applicable Law or otherwise.

19.20 [Technology Upgrades](#). Nothing in this Agreement shall limit Telco's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Telco shall provide Carrier written notice in accordance with Applicable Laws of any such upgrades in Telco's network which will materially impact Carrier's service. Carrier shall be solely responsible for the cost and effort of accommodating such changes in its own network.

19.21 [Survival](#). The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

19.22 [Scope of Agreement](#). This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided herein.

19.23 [Entire Agreement](#). The terms contained in this Agreement and any appendices, schedules, exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices

or other communications. This Agreement may only be modified by a writing signed by an authorized representative of each Party.

19.24 [Technical Specifications](#). Subject to any special arrangements provided for herein, the design, installation, operations, and maintenance of all Interconnection Arrangements or equipment of Carrier and Telco which are used in handling interchanged traffic under this Agreement will be made in accordance with standard industry practices as they may exist from time to time.

19.25 [Testing](#). Telco and Carrier each may make reasonable tests and inspections of its Interconnection Arrangements and may, upon notice to and coordination with the other, temporarily interrupt the Interconnection Arrangements being tested or inspected. When cooperative testing is requested by either Party, such testing will be done in accordance with the provisions set forth in Telco's intrastate access tariff.

19.26 [Equipment Space and Power](#). Carrier will furnish or arrange to have furnished to Telco, at no charge, equipment space and electrical power required by Telco to perform its obligations under this Agreement. The selection of AC or DC power will be mutually agreed to by the Carrier and Telco. The Carrier will also make necessary arrangements in order that Telco and its agents will have access to such equipment space at reasonable times agreed to by the Parties for installing, inspecting, testing, repairing or removing its Interconnection Arrangements.

20. NON-SEVERABILITY

20.1 The services, arrangements, Interconnection terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable, subject only to Section 17. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date set forth below.

United States Cellular Corp.

**Wisconsin Bell, Inc. d/b/a Ameritech
Wisconsin**

By SBC Telecommunications, Inc.
its authorized agent

By: _____

By: _____

Name: _____

John Stankey

Title: _____

President – Industry Markets

Date: _____

Date: _____

Schedule 3.2

II. Measuring Minutes of Use

CMRS traffic will be measured by Telco at End Office switches or Tandem Switches. Mobile-to-Land calls will be measured by Telco to determine the basis for computing chargeable minutes of use.

For Mobile-to-Land calls over Type 2A and Type 2B service, the measurement of minutes of use begins when the terminating Telco entry switch receives answer supervision from the terminating end user's End Office, indicating the terminating end user has answered. The measurement of Mobile-to-Land call usage ends when the terminating entry switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

Usage rated Type 2A and Type 2B minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each End Office, and are then rounded up to the nearest minute for each End Office.

Minutes of use measured for traffic between a CMRS provider and an Interexchange Carrier (IXC) using Type 2A service via a Telco Tandem Switch are not charged to the CMRS provider if they are paid for by the IXC.

Appendix - SS7 (Wireless)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for non-discriminatory access to the Common Channel Signaling/Signaling System 7 (CCS/SS7) signaling network provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Carrier. CCS/SS7 is comprised of Dedicated Signaling Links, Signaling Link Transport and Signaling Transfer Points (STP). In addition, this Appendix provides for CCS/SS7 functionality and translations to support SS7 based services and applications.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Ameritech Illinois, Ameritech Indiana, Ameritech Michigan, Ameritech Ohio, Ameritech Wisconsin, Nevada Bell, Pacific Bell Telephone Company, The Southern New England Telephone Company (SNET) and/or Southwestern Bell Telephone Company.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-7STATE** means the applicable above listed ILECs doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 As used herein, **SBC-2STATE** means the applicable above listed ILECs doing business in California and Nevada.
- 1.7 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.9 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.

2. SERVICE DESCRIPTION

2.1 **SNET** does not offer access to the SS7 signaling network under this agreement. Rather, SS7 is available as described in DPUC ordered CT Access Service Tariff Section 18.2.8. SS7 interconnection arrangements between **SNET** and Carrier will be on an individual case basis (ICB) due to the individual architectures of both Carrier and SNET signaling networks and unique requirements of the individual parties.

2.2 SS7 Transport

2.2.1 SS7 as defined in this Appendix, provides for the transporting of call setup (i.e. ISUP) signaling to each end-office subtended from the tandem in the LATA in which the interconnection occurs as outlined in this Agreement. SS7 Transport of SS7 Global Access or SS7 Access as defined in the **SBC-12STATE** below outlines the requirements for interLATA signaling.

2.2.2 SS7 Transport provides for the routing and screening of SS7 messages from an **SBC-7STATE** pair of STPs (i.e., a mated pair) to another **SBC-7STATE** pair of STPs. In the **SBC-AMERITECH**, due to the fact that state gateway STPs are not interconnected, SS7 Transport provides for the routing and screening of SS7 messages from a **SBC-AMERITECH** pair of designated Gateway STPs (i.e., a mated pair) to another **SBC-AMERITECH** pair of STPs within the same state only. The screening of messages provides for Carrier designation of signaling points associated with the Carrier and controls which messages may be allowed by the **SBC-12STATE** STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation (GTT) of the message address, if needed.

2.2.3 SS7 Transport provides routing of messages for all parts of the SS7 protocol. These messages may support other applications and services such as, CLASS services, Message Waiting services, Toll Free Database services, Line Information Data Base (LIDB) Services, Calling Name (CNAM) Database services, Advanced Intelligent Network (AIN) services and Telecommunications Industry Association Interim Standard-41 (IS-41) services. SS7 Transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of **SBC-12STATE**'s STP.

2.3 Dedicated Signaling Links

2.3.1 Dedicated Signaling Links provide interconnection to **SBC-12STATE**'s signaling network. Each signaling link is a set of dedicated 56Kbps (or higher speed) transmission paths between Carrier STPs or switches and the **SBC-12STATE**

STP mated pair. The Carrier designated Signaling Points of Interconnection (SPOI) are at **SBC-7STATE**'s STP, an **SBC-7STATE** serving wire center or are collocated in a **SBC-12STATE** wire center. In **SBC-AMERITECH** the SPOI is always collocated in the **SBC-AMERITECH** STP serving office. This means of collocation is required in **SBC-AMERITECH** for access to the **SBC-AMERITECH** STP. The links are fully dedicated to the use of Carrier and provide the screening and routing usage for the **SBC-12STATE** STP to which the link is connected. Dedicated Signaling Links are available to Carriers for their use in furnishing SS7-based services or applications to their end users or other users of SS7 signaling information.

2.4 Dedicated Signaling Links include the following elements:

2.4.1 **SS7 Link Cross Connect**

2.4.1.1 The SS7 Link Cross Connect provides a DS-0 or DS1 connection in the **SBC-12STATE** STP building and connects the STP Port Termination to the Carrier SPOI.

2.4.2 **STP Port Termination**

2.4.2.1 The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at a **SBC-12STATE** STP. A STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at a **SBC-12STATE** STP.

2.4.3 **STP Access Link**

2.4.3.1 The STP Access Link provides a 56-kilobit per second digital facility when Carrier requires an interoffice facility to connect from the Carrier SPOI to the STP building location.

2.5 The Carrier shall provide the portion of the signaling link from the Carrier premises within the LATA to the **SBC-12STATE** STP location or the Carrier SPOI. Carrier shall identify the DS1 or channel of a DS1 that will be used for the signaling link.

2.6 Carrier shall identify to **SBC-12STATE** the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location **SBC-12STATE** shall provide a transport facility referred to as the STP Access Link. The STP Access Link will connect to the DS-0 cross connect at the STP location.

2.7 When Carrier uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Telcordia technical publication, GR-905-CORE, Carrier acknowledges that the performance and reliability of the SS7

protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.

2.8 Dedicated Signaling Links are subject to **SBC-12STATE** compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE and **SBC-12STATE** Technical Publication, TP76638. In the **SBC-AMERITECH** Technical Publication AM-TR-OAT-000069 will apply in addition to the documents referenced above. In **SBC-2STATE** PUB L-780023-**SBC-2STATE** may be substituted for TP76638 and first interconnections to **PACIFIC**'s signaling network per Carrier and per signaling point type of equipment will require completion of **PACIFIC**'s CCS/SS7 interconnection questionnaire. Each individual set of links from Carrier switch to **SBC-12STATE** STP will require a pre ordering meeting to exchange information and schedule testing for certification by **SBC-12STATE**.

2.9 Dedicated Signaling Links Technical Requirements

2.9.1 Dedicated Signaling Links will perform in the following two ways:

2.9.1.1 as an "A-link", which is a connection between a switch and a home signaling transfer point (STP) mated pair; and

2.9.1.2 as a "B-link" or "D-link," which is an interconnection between STPs in different signaling networks.

2.9.2 When Carrier provides its own switch or STP, Carrier will provide DS1 (1.544 Mbps) interfaces at the Carrier-designated SPOIs. DS1 transport to the SPOI can be provided for, as previously indicated, via existing transport facilities or through Carrier purchase of an **SBC-12STATE** dedicated transport facility, previously referred to as the "Access Connection". Each 56 Kbps transmission path will appear as a DS0 channel on the DS1 interface.

2.9.3 In each LATA in which Carrier desires Dedicated Signaling Links for interconnection to the **SBC-12STATE** SS7 Signaling Network, Carrier must purchase dedicated signaling links to each STP of a mated pair of STPs.

2.9.4 Carrier assumes the responsibility to ensure diverse routing of Carrier signaling links from Carrier switch to Carrier SPOI. **SBC-12STATE** will provide the same amount of diversity as it provides to itself in terms of diverse routing of interoffice facilities, should such facilities be necessary.

2.9.5 When Carrier requests that **SBC-12STATE** add a Signaling Point Code (SPC), Carrier will identify to **SBC-STATE** the SPCs associated with the Carrier set of links .

- 2.9.6 Carrier will notify **SBC-12STATE** in writing thirty (30) days in advance of any material change in Carrier's use of such SS7 signaling network, including but not limited to any change in Carrier SS7 Dedicated Signaling Links, SS7 Transport and/or STP.

2.10 Signaling Transfer Points (STPs)

- 2.10.1 The STP element is a signaling network function that includes all of the capabilities provided by the STP switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. STP includes the associated link interfaces.
- 2.10.2 The STP routes signaling traffic generated by action of Carrier to the destination defined by the **SBC-12STATE's** signaling network. Integrated services digital network user (ISUP) and Translational Capabilities Application Part (TCAP) signaling traffic addressed to SPs associated with Carrier set of links will be routed to Carrier.
- 2.10.3 SS7 Transport will apply to SS7 messages transported on behalf of Carrier from a **SBC-12STATE** designated STP pair to a **SBC-12STATE** STP pair located in a different LATA. In **SBC-AMERITECH** this arrangement will only be provided for STPs located in the same state. In **SBC-7STATE**, the rate, per octet, will apply to octets comprising ISUP and TCAP messages. In **SBC-AMERITECH** the Signal Switching and Signal Transport rates will apply to ISUP and TCAP messages. In **SBC-2STATE**, SS7 transport is not available. However, transit signaling provides the ability for an interconnecting network (ICN) to pass signaling information through the **SBC-2STATE** network to a third party without requiring a trunking connection by a third party with **SBC-2STATE**.

2.11 STP Technical Requirements

- 2.11.1 STPs will provide signaling connectivity to the **SBC-12STATE** SS7 network.
- 2.11.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by Carrier at the **SBC-12STATE** STPs, and where technically feasible, each Party will provision such link set in accordance with these parameters. Carrier may specify screening parameters so as to allow transient messages to cross the **SBC-12STATE** SS7 Network. The Parties will identify to each other the GTT type information for message routing. Carrier will pay a non-recurring charge when Carrier requests **SBC-12STATE** add GTT type information for message routing.

2.12 Interface Requirements

- 2.12.1 **SBC-12STATE** will provide STP interfaces to terminate A-links, B-links, and D-links.
- 2.12.2 Carrier will designate the SPOI for each link. Carrier will provide a DS1 or higher rate transport interface at each SPOI. **SBC-12STATE** will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the **SBC-12STATE** STPs.
- 2.12.3 **SBC-12STATE** will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the **SBC-SWBT** STPs.

3. MANNER OF PROVISIONING

- 3.1 The following describes the manner of provisioning for SS7 services. Each Party will work cooperatively with the other Party and will each provide knowledgeable personnel in order to provision, test and install SS7 Service in a timely fashion.
- 3.2 SS7 Transport
 - 3.2.1 Carrier shall use SS7 Transport subject to the screening and routing information of the **SBC-12STATE** STPs. **SBC-12STATE** shall provide information to Carrier on the routes and signaling point codes served by the **SBC-12STATE** STPs. SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines.
 - 3.2.2 SS7 Transport shall route TCAP queries, when feasible, pursuant to the SS7 Protocol to the **SBC-12STATE** “regional” STP pair that directly serves the database of the TCAP message. SS7 Transport shall route TCAP responses from a **SBC-12STATE** “regional” STP pair to another **SBC-12STATE** STP pair.
 - 3.2.3 SS7 Transport provides a signaling route for messages only to signaling points to which **SBC-12STATE** has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When **SBC-12STATE** does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other **SBC-12STATE** pairs of STPs, until ordered. When **SBC-12STATE** or Carrier, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within, and connected to, the **SBC-12STATE** signaling network pursuant to the standard requirements of the SS7 protocol.

- 3.3 Disputes concerning the association of a signaling point among specific link sets associated with a **SBC-12STATE** mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of SPC.
- 3.4 **Dedicated Signaling Links**
- 3.4.1 Carrier shall designate the signaling points and signaling point codes associated with Carrier. Carrier shall provide such information to **SBC-12STATE** to allow **SBC-12STATE** to translate **SBC-12STATE** STPs. The information shall define the screening and routing information for the signaling point codes of Carrier and may include global title address, translation type and subsystem designations as needed.
- 3.4.2 Signaling links from **SBC-12STATE** mated pairs of STPs shall connect to Carrier premises within the same LATA. A set of links can be either:
- 3.4.2.1 "A" Link Sets from Carrier's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,
- 3.4.2.2 "B" Link Sets from Carrier's STPs that are connected to **SBC-12STATE**'s mated pair of STPs. A minimum of four links will be required (i.e. a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of "D" links.)
- 3.4.3 A STP Port Termination and SS7 Link Cross Connect is required for each 56-kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff FCC No. 4.
- 3.4.4 A pre-order meeting will define the **SBC-12STATE** facility availability and the degree of diversity in both the **SBC-12STATE** physical network and the Carrier physical network from signaling point to signaling point for the link.
- 3.4.5 When Carrier requires a STP Access Link, Carrier and **SBC-12STATE** shall jointly negotiate the degree of diversity provided among and between multiple dedicated signaling links. The negotiation shall consider the requirements of the SS7 standard protocol, the degree of diversity available in each network and the possible alternatives.
- 3.4.6 All applicable signaling point codes for each signaling link must be installed at each of **SBC-12STATE**'s interconnecting STPs.
- 3.4.7 Call set-up times may be adversely affected when Carrier, using SS7 signaling,

employs Intermediate Access Tandems (IATs) in its network. **SBC-12STATE** makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-**SBC-12STATE** signaling points.

- 3.4.8 Provisioning of the SS7 Service is in accordance with **SBC-7STATE** TP76638 **SBC-AMERITECH** AM-TR-OAT-000069 and GR-905-CORE, as amended or **SBC-2STATE** PUB L780023-**SBC-2STATE**.

3.5 Use of the STP

- 3.5.1 When Carrier orders **SBC-12STATE** unbundled Local Switching, the use of the STP shall apply. No order or provisioning by Carrier is needed. The **SBC-12STATE** Local Switch will use the **SBC-12STATE** SS7 signaling network.

4. RESPONSIBILITIES OF SBC-12STATE

- 4.1 **SBC-12STATE** shall manage the network and, at its sole discretion, apply protective controls. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of **SBC-12STATE** or Carrier facilities, natural disasters, mass calling or national security demands.
- 4.2 **SBC-12STATE** shall determine the GTT route for messages routed to GTT, which are associated with **SBC-12STATE** signaling points.
- 4.3 **SBC-12STATE** shall define regional functions and local functions of its STPs. **SBC-12STATE** will route ISUP messages within the **SBC-12STATE** signaling network, subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.
- 4.4 **SBC-12STATE** shall route messages generated by the action of Carrier throughout the **SBC-12STATE** signaling network as specified within this Appendix. The content of the messages is for the use of signaling points of origination and destination. **SBC-12STATE** will not use any information within messages for any purpose not required by or related to the use of the **SBC-12STATE** signaling network. **SBC-12STATE** will not divulge any message or any part of messages generated by Carrier to any other party, except as required to manage the **SBC-12STATE** signaling network or as may be required by law.

5. RESPONSIBILITIES OF CARRIER

- 5.1 Carrier shall provision the signaling links at Carrier's premises and from Carrier's premises to **SBC-7STATE's** STP location in a diverse, reliable and technically feasible manner. Carrier shall identify to **SBC-12STATE** the SPC(s) associated with the Carrier set of links.
- 5.2 Carrier shall identify to **SBC-12STATE** the GTT information for messages that route to Carrier.
- 5.3 When routing messages addressed to an **SBC-12STATE** Subsystem Number (SSN), Carrier shall use the **SBC-12STATE** defined SSN designation of the **SBC-12STATE** mated STP pair to which the message is routed.
- 5.4 Carrier shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the **SBC-12STATE** signaling network.
- 5.5 Carrier shall furnish to **SBC-12STATE**, at the time the SS7 Service is ordered and annually thereafter, an updated three (3) year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour busy month volume. **SBC-12STATE** shall utilize the forecast in its own efforts to project further facility requirements.
- 5.6 Carrier shall inform **SBC-12STATE** in writing thirty (30) days in advance of any change in Carrier's use of such SS7 Service which alters by ten percent (10%) for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by Carrier to be forwarded to **SBC-12STATE's** network. Carrier shall provide in said notice the reason, by individual SS7 service, for the volume change.

6. DESCRIPTION OF RATE ELEMENTS SBC-AMERITECH

- 6.1 Pricing for SS7 is specified in Exhibit 1 to this Appendix.
- 6.2 There are three types of charges that apply for SS7 Access. They are recurring, usage and nonrecurring charges. Recurring and nonrecurring charges apply for each port that is established on a STP. Usage charges apply for each Initial Address Message (IAM) or TCAP (excluding LIDB Access Service, 800 Access Service TCAP messages and LNP Database Access Query TCAP messages) message that is switched by the local STP and transported to an SBC-AMERITECH end office or for each IAM and TCAP message that is switched by the local STP in a hubbing arrangement.
- 6.3 Nonrecurring charges apply for the establishment of Originating Point Codes (OPC) and Global Title Address (GTA) Translations. An OPC charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of

STP Access. The OPC charge applies on a per service basis. A GTA Translation charge applies for each service or application (excluding LIDB Access Service and 800 Carrier-ID-Only Service) that utilizes TCAP messages. A GTA Translation charge also applies for each service (excluding LIDB Access Service and 800 Carrier-ID-Only Service) added or changed subsequent to the initial establishment of STP Access.

6.4 Signal Formulation

6.4.1 An IAM Formulation usage charge will be assessed for each IAM message formulated at the **SBC-AMERITECH** tandem for Carrier to **SBC-AMERITECH** terminated calls. A TCAP Formulation usage charge will be assessed for each TCAP message formulated at the **SBC-AMERITECH** tandem for Carrier to **SBC-AMERITECH** terminated calls.

6.5 Signal Transport

6.5.1 An IAM Signal Transport usage charge will also be assessed for each IAM message that is transported from the local STP to the **SBC-AMERITECH** end office for terminating traffic. A TCAP Signal Transport usage charge will be assessed for each TCAP message that is transported from the local STP to the **SBC-AMERITECH** end office (excluding LIDB and 800 Access Service).

6.6 Signal Switching

6.6.1 An IAM Signal Switching usage charge will be assessed for each IAM message that is switched by the local STP for each IAM message that is switched for direct routed terminating traffic. A TCAP Signal Switching usage charge will be assessed for each TCAP message that is switched by the local STP termination of non-call associated signaling messages (excluding LIDB and 800 Access Service).

6.7 Signal Tandem Switching

6.7.1 An IAM Signal Tandem Switching usage charge will be assessed for an IAM message that is switched by an **SBC-AMERITECH** STP and transported to an end office for tandem routed terminating traffic. When Signal Tandem Switching usage charges are assessed, Signal Switching and Signal Transport charges do not apply, except for SS7 Transport.

7. DESCRIPTION OF RATE ELEMENTS SBC-7STATE

- 7.1 Pricing for SS7 is specified in Exhibit 1 to this Appendix.
- 7.2 The following rate elements apply to **SBC-7STATE** SS7 Service:
- 7.3 SS7 Transport
 - 7.3.1 SS7 Transport shall be measured per octet of information screened and routed.
 - 7.3.2 Carrier shall pay the SS7 Transport Per Octet rate for the screening and routing of messages by each additional **SBC-SWBT** STP pair. The usage rate applies per octet generated by action of Carrier.
 - 7.3.3 SS7 Transport is not available in the **SBC-2STATE**
- 7.4 Dedicated Signaling Links
 - 7.4.1 SS7 Link Cross Connect
 - 7.4.1.1 Carrier shall pay the DS-0 or DS-1 rate for the SS7 Link Cross Connect at the STP location for each Dedicated Signaling Link. Rates are per DS-0 and DS-1 bandwidth and per connection to Carrier. Rates are per month and nonrecurring installation per first or additional cross connects ordered and shall apply on a per order basis. This charge only applies in **SBC-SWBT**.
 - 7.4.2 STP Port Termination
 - 7.4.2.1 Carrier shall pay the STP Port Termination rate for each termination of the SS7 Link Cross Connect at the **SBC-7STATE** STP. One STP Port Termination must be installed at **SBC-7STATE's** interconnecting STP for each Dedicated Signaling Link.
 - 7.4.2.2 There are two charges that apply to the STP Port Termination, i.e., a fixed recurring monthly rate per port termination and a nonrecurring installation charge per port.
 - 7.4.3 STP Access Link
 - 7.4.3.1 Carrier shall pay the STP Access Link rate for each STP Access Link when the STP Access Link is provided. The charge includes a fixed rate per month plus a rate per mile per month and a nonrecurring installation charge per link.
- 7.5 Signaling Point Code Addition

7.5.1 Carrier shall pay the Signaling Point Code Addition rate for the establishment and translation of each applicable CCS network signaling point code at an **SBC-SWBT** STP. Carrier shall pay a nonrecurring charge per SPC established at each STP.

7.6 Global Title Translation (GTT) Addition

7.6.1 Carrier shall pay the GTT Addition rate for the establishment of Carrier's GTA, translation type or subsystem information in the **SBC-7STATE** STP translations. Carrier shall pay a nonrecurring charge per GTT established at each STP.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

8.1 This Agreement (including all attachments hereto), and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in this Agreement (including all attachments hereto) that are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the Terms and Termination provisions of this Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder.

EXHIBIT 1

WISCONSIN PRICING – WIRELESS

STP PORT TERMINATION

Recurring Monthly \$347.17

Non-Recurring \$628.12

ORIGINATING POINT CODE TRANSLATION \$ 22.94

GLOBAL TITLE ADDRESS TRANSLATION \$ 12.33

SIGNAL FORMULATION

Per IAM Message \$0.000342

Per TCAP Message \$0.000333

SIGNAL TRANSPORT

Per IAM Message \$0.000133

Per TCAP Message \$0.000090

SIGNAL SWITCHING

Per IAM Message \$0.000184

Per TCAP Message \$0.000152

SIGNAL TANDEM SWITCHING

Per IAM Message \$0.000458

Appendix – DA (Wireless)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for Carrier provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC).
- 1.2 SBC Communications, Inc. (SBC) means the holding company which owns the following ILECs: Ameritech Illinois, Ameritech Indiana, Ameritech Michigan, Ameritech Ohio, Ameritech Wisconsin, Nevada Bell, Pacific Bell Telephone Company and/or Southwestern Bell Telephone Company.
- 1.3 As used herein, SBC-13STATE means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, SBC-12STATE means an ILEC doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, SBC-10STATE means an ILEC doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, SBC-7STATE means an ILEC doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 As used herein, SBC-SWBT means an ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 As used herein, SBC-AMERITECH means an ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.9 As used herein, PACIFIC means an ILEC doing business in California.
- 1.10 As used herein, NEVADA means an ILEC doing business in Nevada.
- 1.11 As used herein, SNET means an ILEC doing business in Connecticut.
- 1.12 The prices at which SBC-13STATE agrees to provide Carrier with Directory Services are contained in the applicable state tariff or Exhibit 1 – DA Pricing.

2. SERVICES

2.1 Where technically feasible and/or available, SBC-13STATE will provide the following DA Services:

2.1.1 DIRECTORY ASSISTANCE (DA)

Consists of providing directory assistance listing information (name, address and Published Number or an indication of “non-published status”) to Carrier’s Customers and, whenever appropriate, providing responses to requests for Non-Published Numbers and Non-List Numbers according to SBC-13STATE methods and procedures. Where available to Carrier’s Customers, DA is provided from the LATA in which Carrier connects to the SWBT DA Services Operator and includes directory assistance listing information for that and, in certain locations, nearby LATAs. DA does not include NLS.

2.1.2 DIRECTORY ASSISTANCE CALL COMPLETION (DACC)

A service in which a local or an intraLATA call to the requested number is completed on behalf of Carrier’s Customer, utilizing an automated voice system or with operator assistance. Provisioning of DACC requires DA. This service is referred to as DACC in SBC-10STATE/SNET.

2.1.3 DIRECTORY ASSISTANCE Nationwide Listing Service (NLS)

A service in which listed telephone information (name, address, and telephone numbers throughout the 50 states) is provided for residential, business and government accounts to Carrier Customers. This service is available only from SBC-SWBT. Carrier acknowledges that the Federal Communications Commission has issued an order that could affect SBC-SWBT ability to offer NLS and that SBC-SWBT may have to stop providing NLS at anytime. Carrier releases SBC-SWBT from any and all claims, costs, damages, liabilities, losses, and expenses (including reasonable attorney fees), if SBC-SWBT stops providing NLS. Carrier also agrees to indemnify, defend, and hold harmless SBC-SWBT from any and all third party claims, costs, damages, liabilities, losses, and expenses (including reasonable attorney fees), arising from SBC-SWBT decision to stop providing NLS.

3. DEFINITIONS

3.1 The following terms are defined as set forth below:

- 3.1.1 “Call Branding” -The procedure of identifying a Carrier’s name audibly and distinctly to the Carrier’s Customer at the beginning of each DA Services call.
- 3.1.2 “Non-List Telephone Number or DA only Telephone Number”-A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available from a DA operator.
- 3.1.3 “Non-Published Number” - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor available from a DA operator.
- 3.1.4 “Published Number” - A telephone number that is published in a telephone directory and is available upon request by calling a DA operator.

4. CALL BRANDING

4.1 Where technically feasible and/or available, SBC-13STATE will brand DA in Carrier’s name based upon the criteria outlined below:

- 4.1.1 Where SBC-13STATE provides Carrier Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where SBC-13STATE is only providing DA service on behalf of the Carrier, the calls will be branded before the operator answers each call. In either case, a direct connection is required from the Carrier’s MSC to the SBC-13STATE operator assistance switch as specified in Section 6.1.1 below.
- 4.1.2 Carrier name used in branding calls may be subject to Commission regulations and should match the name in which Carrier is licensed.
- 4.1.3 SBC-SWBT/SNET/SBC-AMERITECH - Carrier will provide written specifications of its company name to be used by SBC-SWBT/SNET/SBC-AMERITECH to create Carrier specific branding messages for its DA calls in accordance with the methods and procedures in effect at that time, unless otherwise agreed in writing by both Parties.
- 4.1.4 PACIFIC/NEVADA - Carrier will provide recorded announcement(s) of its company name to be used to brand the Carrier’s DA calls in accordance with

the methods and procedures in effect at that time, unless otherwise agreed in

writing by both Parties.

4.1.5 Carrier must provide 30 days prior written notice to SBC-13STATE of each number from outside Carrier's assigned NPA-NXX that is ported to Carrier's network. Absent such notification SBC-13STATE will be unable to correctly brand calls from such numbers.

4.1.6 Multiple Brands:

4.1.6.1 SBC-SWBT can support multiple brands on a single trunk group for a Carrier if all Customer records for all carriers utilizing the same trunk group are maintained in SBC-SWBT's LIDB.

4.1.7 Branding Load Charges:

4.1.7.1 SBC-SWBT - An initial non-recurring charge applies per state, per brand, per operator assistance switch, for the establishment of Carrier specific branding. An additional non-recurring charge applies per state, per brand, per operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every DA call handled by SBC-SWBT on behalf of Carrier for such services when multiple brands are required on a single Operator Services trunk group.

4.1.7.2 PACIFIC/NEVADA – An initial non-recurring charge applies per state, per brand, per operator assistance switch, for the establishment of Carrier specific branding. An additional non-recurring charge applies per state, per brand, per operator assistance switch for each subsequent change to the branding announcement.

4.1.7.3 SNET – Branding phrase(s) will be recorded on a per session basis. A session is defined as a single recording session, during which Customer's Branding phrase(s) are recorded. A non-recurring customized branding charge shall apply per session. Additional non-recurring charges may apply per brand, per load, per operator assistance switch for the establishment or subsequent change of Carrier specific branding.

4.1.7.4 SBC-AMERITECH – An initial non-recurring charge applies per brand, per operator assistance Switch, per trunk group for the establishment of Carrier specific branding. An additional non-recurring charge applies per brand, per operator assistance switch, per trunk group for each subsequent change to the branding announcement.

5. TRUNKING REQUIREMENTS

5.1 This section provides descriptions of the trunking requirements for interconnection for the provision of DA Services. All references to incoming and outgoing trunk groups are from the perspective of the Carrier.

5.2 Directory Assistance (DA):

5.2.1 DA is available in SBC-13STATE. Trunking for DA can be provided in one of the following three ways in SBC-10STATE. Trunking for DA is available in SNET as detailed in 5.2.1.1 and 5.2.1.2. Trunking for DA is available in PACIFIC/NEVADA as detailed in 5.2.1.1.

5.2.1.1 A dedicated one-way outgoing trunk group from Carrier's MSC to a SBC-13STATE operator assistance switch utilizing COM Feature Group D type signaling. This trunk group type is required where Carrier requests DA without call handoff or DACC with call completion over SBC-13STATE's network. Roamer DA traffic is not allowed over this trunk type.

5.2.1.2 A dedicated one-way incoming trunk group to Carrier's MSC from a SBC-10STATE/SNET operator assistance switch utilizing COM Feature Group D type signaling. This trunk group type is required where Carrier requests DA with call handoff from SBC-10STATE/SNET to Carrier.

5.2.1.3 A dedicated one-way outgoing trunk group from Carrier's MSC to a SBC-10STATE end office switch utilizing a Type 1 Ancillary Services Connection for the delivery of Operator Services, DA and roaming DA traffic within each LATA. Roaming DA can only be passed over this DA trunk type.

5.2.2 Carrier may pass NPA-555-1212 calls to IXC's over a Trunk Side Tandem Switch Interconnection utilizing Type 2A interface with Feature Group D type signaling.

5.3 Directory Assistance Call Completion (DACC):

5.3.1 In addition to DA service, Carrier may also request DACC service from SBC-10STATE/SNET. When both DA and DACC services are provided, a dedicated trunk group is required as specified in 5.2.1.1 above.

5.4 Nationwide Listing Service (NLS):

- 5.4.1 In addition to DA and DACC service, where available, Carrier may also request NLS service. NLS requires a dedicated trunk group as specified in 5.2.1.1. DA and DACC traffic may be combined with NLS on this trunk group. This service is not available outside SBC-SWBT.

6. RESPONSIBILITIES OF THE PARTIES

- 6.1 Carrier recognizes that SBC-13STATE's provision of DA Services in a quality manner is dependent on SBC-13STATE being able to adequately plan and staff to handle DA Services calls from Carrier's Customers. Accordingly, Carrier will exclusively use SBC-13STATE as its provider of DA (as defined in Section 2.1) for Carrier's Service Area(s) in which SWBT operates during the term of this Agreement. Accordingly, Carrier will forecast annually the number of trunks, the busy hour, and the capacity in erlangs for each Directory Assistance trunk group.
- 6.2 Carrier will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SBC-13STATE operator assistance switch.
- 6.2.1 PACIFIC/NEVADA - Services that require ANI, such as branding, cannot be provided when Carrier utilizes a LISA trunking arrangement. LISA trunks for DA will be eliminated when PACIFIC/NEVADA's 5ACD switches are eliminated. At such time, Carrier will be responsible for providing direct trunks to each PACIFIC/NEVADA operator assistance switch.
- 6.3 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.
- 6.4 Carrier shall submit orders to SBC-13STATE for DA Services using the applicable ordering processes.
- 6.5 Carrier may request negotiation of a separate contract for the inclusion of Carrier's Customer listings in SBC-13STATE DA database.
- 6.6 Where applicable, Carrier agrees that SBC-13STATE may utilize Carrier's Customer listings contained in SBC-13STATE DA database in providing existing and future SBC-13STATE DA or DA related services.
- 6.7 Where applicable, Carrier further agrees that SBC-13STATE can release Carrier's DA listings stored in SBC-13STATE DA database to competing providers.

7. METHODS AND PRACTICES

- 7.1 SBC-13STATE will provide DA Services to Carrier's Customers in accordance with SBC-13STATE DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed in writing by both Parties.

8. PRICING

- 8.1 Pricing for DA Services shall be based on the rates specified in the applicable state tariff or Exhibit 1 to this Appendix. After the expiration of the Initial Term of the Agreement, SBC-13STATE may change the prices for the provision of DA Services upon one hundred-twenty (120) calendar days' prior written notice to Carrier.
- 8.2 Where Carrier requests DACC in SBC-SWBT, Carrier may customize the DACC announcement. The SBC-SWBT rate for Carrier specific DACC announcements is specified in Exhibit 1 to this Appendix.
- 8.3 SBC-13STATE interconnection charges apply in addition to the appropriate charges for all DA and DACC calls completed.
- 8.4 DACC is available under a Multiple Rate Option in SBC-10STATE/SNET.
 - 8.4.1 When a call to DA is not completed using DACC, the charge for that call under this option will be the DA charge. When a call to DA is completed using DACC, the charge for that call under this option will be the DA charge plus the DACC charge.
 - 8.4.2 Carrier must provide a ten digit Automatic Number Identification (ANI) following the called number in the signaling protocol.
 - 8.4.3 Carrier has the option of providing the originating end user's ANI or an alternate Carrier billing number in the ANI field for the purpose of billing a DACC charge.
- 8.5 Carrier may request DACC under a Single Rate Option in SBC-SWBT.
 - 8.5.1 A single fixed rate for the DA and DACC portion of a DA call will be charged under the Single Rate Option as specified in Exhibit 1 of this Appendix. This rate applies to all DA calls including those where DACC was not requested by Carrier's end user.
 - 8.5.2 Carrier must provide a ten digit Automatic Number Identification (ANI) following the called number in the signaling protocol.

- 8.5.3 Carrier has the option of providing the originating end user's ANI or an alternate Carrier billing number in the ANI field for the purpose of billing a DACC charge.

9. MONTHLY BILLING

- 9.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the main body of this Agreement.
- 9.2 SBC-13STATE, where available, will accumulate and provide Carrier such data as necessary for Carrier to bill its Customers.
- 9.3 When Carrier chooses the Multiple Rate Option in SBC-SWBT, Billing Information Tapes (BIT) will be provided upon request on a daily basis detailing the call information associated with the ANI provided by the Carrier. The charge for BIT is listed in the applicable state tariff or Exhibit 1 to this Appendix. Carrier has the option, in SBC-SWBT, of receiving the call information via an Electronic Data Transmission (EDT) as detailed in Section 9.4.
- 9.4 EDT, where available, provides Carrier the option of receiving detailed call information via a data circuit instead of the daily BIT. The EDT data circuit (NDM) is established between SBC-SWBT's data center and Carrier's premises of choice. The type of EDT data circuit required is dependent upon the volume of billing information and the type of terminating equipment provided by Carrier at its premises. Carrier is responsible for the data circuit charges and any additional charges associated with EDT as specified in Exhibit 1 to this Appendix.

10. LIABILITY

- 10.1 The provisions set forth in the main body of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.
- 10.2 Carrier also agrees to release, defend, indemnify, and hold harmless SBC-13STATE from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SBC-13STATE employees and equipment associated with provision of DA Services, including but not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call DA Services.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 11.1 This Agreement (including all attachments hereto), and every interconnection, service and

network element provided hereunder, is subject to all rates, terms and conditions contained in this Agreement (including all attachments hereto) that are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the Terms and Termination provisions of this Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder.

EXHIBIT 1

WISCONSIN PRICING – WIRELESS

A. DIRECTORY ASSISTANCE (DA)

Rates pursuant to FCC No. 2, Sections 9.7 (A) and (B).

B DIRECTORY ASSISTANCE CALL COMPLETION (DACC)

Rates pursuant to FCC No. 2, Section 9.7 (D).

C CALL BRANDING / DACC ANNOUNCEMENTS

Rates pursuant to FCC No. 2, Section 9.7 (C).

Appendix – Pricing (Wireless)

WISCONSIN

1. The rates for transport and termination shall be as follows.

1.1 Mobile to Land Interconnection Rates Per Minute of Use

| Type 2A | Type 2B | Type 1 | Transiting | Paging Factor |
|-----------|-----------|-----------|------------|---------------|
| \$.005385 | \$.004241 | \$.005385 | \$.005094 | 0% |

1.2 Land to Mobile Interconnection Rates Per Minute of Use

1.2.1 **THE RATE IN THIS SECTION 1.2.1 APPLIES TO THIS AGREEMENT BETWEEN AMERITECH WISCONSIN AND US CELLULAR AS A RESULT OF THE ARBITRATION AWARD IN CASE NO. 05-MA-119.**

Type 2A & 2B

\$.005385

1.2.2 Type 1 Paging Factor

\$0.005385 0%

1.2 Paging Factors. The Parties have agreed upon the Paging Factors specified in Sections 1.1 and 1.2, which represent the percent of total minutes to be removed from Local Calls and not included in the calculation of reciprocal compensation due for Local Calls such Party terminates. Each Party represents that its Paging Factor is based on a reasonable traffic estimate, evidence in support of which it will make available to the other Party upon request. Six months after the Effective Date of this Agreement, and every twelve (12) months thereafter, each Party shall update its estimate (evidence in support of which will be available to the other Party on request) to ensure the Parties are using an accurate Paging Factor.

2. Carrier Facilities will be provided at the same rates, terms, and conditions that similar Facilities are provided by Telco.

3. Shared Facility

3.1 Shared Facility Factor – Carrier: 66%.

3.2 Shared Facility Factor – Telco: 34%.

3.3 Shared Facility Factors. The Parties have agreed upon the Shared Facility Factors specified in Sections 3.1 and 3.2, which represent the percent of the cost of the Facility to be paid by each Party. The Shared Facility Factor is calculated based on the relative traffic volumes of Local Calls, less any excluded traffic as described in Section 7.3 of the Agreement. Each Party represents that its Shared Facility Factor is based on a reasonable estimate of its traffic or a reasonable traffic study conducted by such Party, and shall make the basis for its Shared Facility Factor available to the other Party upon request. Six months after the Effective Date of this Agreement, and every twelve (12) months thereafter, each Party shall update its estimate or traffic study (the basis for either of which is employed will be available to the other Party on request) to ensure the Parties are using an accurate Shared Facility Factor.

4. InterMTA Traffic

4.1 InterMTA Rates (to be paid to Telco by Carrier on applicable InterMTA calls per MOU)

4.1.1 Land to Mobile (originating) \$0.009782

4.1.2 Mobile to Land (terminating) \$0.009782

4.2 The percentage of Mobile to Land traffic billed as InterMTA calls is three percent (3%).

5. The rates for Type 2A and Type 2B trunk port elements are as follows:

Monthly Recurring (Carrier dedicated trunk)

Analog \$20.00, plus \$2.53 per mile/per trunk

Digital \$70.00, plus \$30.00 per mile/per DS-1

Non-recurring (Carrier dedicated trunk)

Analog \$150.00

Digital \$500.00

The rates for Type 1 trunk port elements are as follows:

Monthly Recurring (Carrier dedicated trunk)

Analog \$20.00, plus \$2.53 per mile/per trunk

Digital \$70.00, plus \$30.00 per mile/per DS-1

Non-recurring (Carrier dedicated trunk)

Analog \$150.00

Digital \$500.00

Additional rates for Type 1 are provided in Telco tariff Wisconsin 20, as amended from time to time.

6. Other Charges

- 6.1 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supercedure charges are governed by Telco's applicable intrastate Access Services tariff.

Appendix –State(s) (Wireless)

Wisconsin